

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



April 19, 2017

**Advice Letter 5096-G**

Ronald van der Leeden  
Director, Regulatory Affairs  
Southern California Gas  
555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011

**SUBJECT: Request for Approval of a Sale of Real Property Pursuant to PUC  
Section 851 and G.O. 173**

Dear Mr. van der Leeden:

Advice Letter 5096-G is effective as of March 26, 2017.

Sincerely,

A handwritten signature in black ink that reads "Edward Randolph".

Edward Randolph  
Director, Energy Division



Ronald van der Leeden  
Director  
Regulatory Affairs

555 W. Fifth Street, GT14D6  
Los Angeles, CA 90013-1011  
Tel: 213.244.2009  
Fax: 213.244.4957

[RvanderLeeden@semprautilities.com](mailto:RvanderLeeden@semprautilities.com)

February 24, 2017

Advice No. 5096  
(U 904 G)

Public Utilities Commission of the State of California

**Subject: Request for Approval of a Sale of Real Property Pursuant to Public Utilities Code Section 851 and General Order 173**

Southern California Gas Company ("SoCalGas" or "Utility") respectfully requests approval from the California Public Utilities Commission ("Commission") under Public Utilities Code Section 851 ("Section 851") and General Order (GO) 173 to sell a portion of certain fee-owned, real property to the City of Palm Springs, a California charter city and municipal corporation (the "City") on the terms and conditions set forth in the Agreement for the Purchase, Sale and Exchange of Real Property and Joint Escrow Instructions between SoCalGas and City dated as of February 1, 2017 (the "Purchase Agreement"), an unexecuted copy of which is included herein as Attachment A.

SoCalGas believes that the transfer and exchange of real property contemplated in the Purchase Agreement and described herein will not adversely affect SoCalGas' use and operation of any of its other property or facilities, and the transaction will not have any impact on ratebase or affect the ability of the Utility to serve its customers or the public.

### **Background**

SoCalGas owns a fee interest in certain real property in the City of Palm Springs, California, consisting of approximately 0.39 acres (17,200 square feet) and designated as Riverside County Assessor's Parcel Number 669-060-010 (the "Original Parcel"). The Original Parcel is used by SoCalGas as a Metering and Regulating Station ("Reg Station").

The City seeks to acquire a fee simple interest to approximately 432 square feet of the Original Parcel where it borders the existing public road, Indian Canyon Boulevard, along the easterly perimeter of the Original Parcel, as more particularly described and depicted in Exhibit A of Attachment A hereto (the "Sale Parcel"). The City is acquiring the Sale Parcel in connection with the City's Indian Canyon Street Widening project. The City made an offer to acquire the Sale Parcel from SoCalGas pursuant to the California eminent

domain statutes. In lieu of condemnation, SoCalGas and the City have negotiated a voluntary purchase and sale of the Sale Parcel to the City. In consideration therefor, the City and SoCalGas have agreed to the following terms as set forth in the Purchase Agreement:

1. The City will acquire and transfer to SoCalGas fee title to a parcel of equal square footage (432 square feet) immediately adjacent to the west of the Sale Parcel (the "Exchange Parcel"), as more particularly described and depicted in Exhibit C of Attachment A hereto;
2. The City will acquire for SoCalGas an access easement over the property immediately adjacent to the north for access to the newly reconfigured Reg Station, as more particularly described and depicted in Exhibit D of Attachment A hereto;
3. The City will replace SoCalGas' perimeter fencing and install K Rails along the frontage of the public road to protect the SoCalGas property during construction of the new public road; and
4. SoCalGas will grant, a temporary construction easement around the perimeter of the property for the installation of the perimeter fencing and maintenance of the K Rails, as more particularly described and depicted in Exhibit B of Attachment A hereto.

The Sale Parcel is only a small part of the larger Reg Station and, in exchange, SoCalGas will receive the equivalent square footage at the rear of the Reg Station. The Reg Station will still front on Indian Canyon Boulevard during and following the completion of the City's street widening project. The transaction does not include the sale or transfer of any SoCalGas buildings or personal property, and SoCalGas' use and operation of the Reg Station will not be affected by the sale and transfer of the Sale Property. Accordingly, the sale and transfer of the Sale Parcel will not have an adverse effect on the public interest or the ability of SoCalGas to provide safe and reliable service to its customers at reasonable rates.

### **Information Required under Rules 3 and 4 of GO 173**

#### **A. Rule 3 – Requirements**

SoCalGas is permitted to file this Advice Letter seeking Commission approval under Section 851 because the company believes it has satisfied the eligibility requirements set forth in Rule 3 of GO 173 as follows:

#### ***3a. The activity proposed in the transaction will not require environmental review by the Commission as Lead Agency under California Environmental Quality Act (CEQA).***

SoCalGas believes this transaction is not a "project" under CEQA pursuant to CEQA Guidelines Section 15378. If, however, the Commission were to determine this transaction is a project under CEQA, then SoCalGas believes that the Categorical

Exemption set forth in CEQA Guidelines Section 15061(b)(3) applies. No other governmental agency is a CEQA lead or CEQA responsible agency for purposes of this transaction, and SoCalGas is not aware of any other discretionary or ministerial permits required in order to complete the transfer of the Sale Parcel.

***3b. The transaction will not have an adverse effect on the public interest or on the ability of the utility to provide safe and reliable service to customers at reasonable rates.***

The Sale Parcel is only a small part of the larger Reg Station and, in exchange, SoCalGas will receive the equivalent square footage at the rear of the Reg Station. The Reg Station will still front on Indian Canyon Boulevard during and following the completion of the City's street widening project. The transaction does not include the sale or transfer of any SoCalGas buildings or personal property, and SoCalGas' use and operation of the Reg Station will not be affected by the sale and transfer of the Sale Property. Accordingly, the sale and transfer of the Sale Parcel will not have an adverse effect on the public interest or the ability of SoCalGas to provide safe and reliable service to its customers at reasonable rates.

***3c. Any financial proceeds from the transaction will be either booked to a memorandum account for distribution between shareholders and ratepayers during the next general rate case or be immediately divided between shareholders and ratepayers based on a specific distribution formula previously approved by the Commission for that utility.***

SoCalGas will not receive proceeds from the sale of the Sale Parcel; instead, this transaction provides for the equivalent exchange of properties (SoCalGas' Sale Parcel for the City's Exchange Parcel). SoCalGas will receive a nominal sum of \$10,900, comprised of (a) \$5,331 in severance damages (cost to cure removal of fencing and gates), and (b) \$5,853 for the value the temporary construction easement SoCalGas will grant to the City, which amount represents the fair rental value of the property during the term of the easement. Any financial proceeds received by SoCalGas from the sale of the Sale Parcel will be handled in accordance with the policy for the allocation of gains and losses on the sale of Utility assets adopted in the Commission's Gain on Sale Rulemaking in Decision (D.) 06-05-041. SoCalGas will credit the ratepayer's 67% allocation of the gain on sale to the Gain/Loss on Sale Memorandum Account. The gain is computed as the net proceeds received from the sale of the Sale Parcel, less the acquisition cost of the Sale Parcel and income taxes (i.e., at the combined federal and statutory income tax factor) on the sales transaction.

***3d. If the transaction results in a fee interest transfer of real property, the property does not have a fair market value in excess of \$5 million.***

According to the City's appraisal performed by an independent certified general real estate appraiser in accordance with California eminent domain statutes, the value of

the Sale Parcel is \$2,808. SoCalGas, however, independently appraised the Sale Parcel at \$3,259. Although the transaction results in a fee interest transfer of Sale Parcel to the City, because SoCalGas will be receiving from the City, in exchange, fee title to the equivalent square footage at the rear of the Reg Station, the transaction involves an equal exchange of value (agreed by the parties to be \$3,259), regardless of the slight difference in the City's and SoCalGas' appraisals.

**3e. If the transaction results in a sale of a building, the building does not have a fair market value in excess of \$5 million.**

Not applicable. The Sale Parcel does not include the sale of any buildings.

**3f. If the transaction is for the sale of depreciable assets, the assets do not have a fair market value in excess of \$5 million.**

Not applicable. The transaction does not include the sale of depreciable assets.

**3g. If the transaction is a lease or a lease-equivalent, the total net present value of the lease payments, including any purchase option, does not have a fair market value in excess of \$5 million, and the term of the lease will not exceed 25 years.**

Not applicable. The transaction does not involve a lease or lease-equivalent.

**3h. If the transaction conveys an easement, right-of-way, or other less than fee interest in real property, the fair market value of the easement, right-of-way, or other interest in the property does not exceed \$5 million.**

Not applicable. The transaction does not involve the conveyance of an easement, right-of-way, or other less than fee interest in real property.

**3i. The transaction will not materially impact the ratebase of the utility.**

This transaction will not impact the SoCalGas ratebase, given the relatively nominal asset value of the Sale Parcel.

**3j. If the transaction is a transfer or change in ownership of facilities currently used in regulated utility operations, the transaction will not result in a significant physical or operational change in the facility.**

The Sale Parcel is only a small part of the larger Reg Station and, in exchange, SoCalGas will receive the equivalent square footage at the rear of the Reg Station. Although some of the facilities within the Reg Station will be slightly reconfigured to accommodate the new footprint, there will be no significant physical change and no operational change in the facility.

**3k. The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.**

Given the relatively nominal value and the lack of impact to the Original Parcel and its operations, this transaction does not warrant a more-comprehensive review under Section 851. Moreover, this transaction is typical of transaction for which GO 173 was developed.

**A. Rule 4 – Requirements**

Rule 4 of GO 173 requires that the following information be included in this submission:

**4a. Identity and addresses of all parties to the proposed transaction.**

“SoCalGas”

Southern California Gas Company  
555 W. Fifth Street  
Los Angeles, CA 90013

“City”

City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

**4b. A complete description of the property, including its present location, condition, and use.**

The Sale Parcel consists of 432 square feet of minimally improved real property, as more particularly described and depicted in Exhibit A and Exhibit B of the Purchase Agreement included herewith as Attachment A. The Sale Parcel is part of a larger parcel owned by SoCalGas totaling approximately 0.39 acres (17,200 square feet) (designated as Riverside County Assessor’s Parcel Number 669-060-010) located in the City of Palm Springs, County of Riverside, California, and used by SoCalGas as a Metering and Regulating Station.

**4c. The transferee’s intended use of the property.**

City seeks to acquire the Sale Parcel in connection with City’s Indian Canyon Boulevard street widening project. City will be widening and realigning the existing public street fronting the Sale Parcel.

**4d. A complete description of the financial terms of the proposed transaction.**

SoCalGas will not receive proceeds from the sale of the Sale Parcel; instead, this transaction provides for the equivalent exchange of properties each valued at \$3,259. In addition, SoCalGas will receive a nominal sum of \$10,900, comprised of (a) \$5,331 in severance damages (cost to cure removal of fencing and gates), and (b) \$5,853 for the value the temporary construction easement SoCalGas will grant to the City, which amount represents the fair rental value of the property during the term of the easement. City is to pay for all closing and escrow costs, as more particularly set forth in the Purchase Agreement.

**4e. A description of how the financial proceeds of the transaction will be distributed.**

The financial proceeds received by SoCalGas from the sale of the Sale Parcel will be handled in accordance with the policy for the allocation of gains and losses on the sale of gas distribution assets adopted in the Commission's Gain on Sale Rulemaking in D.06-05-041. SoCalGas will credit the ratepayer's 67% allocation of the gain on sale to the Gain/Loss on Sale Memorandum Account. The gain is computed as the net proceeds received from the sale of the Sale Parcel, less the acquisition cost of the Sale Parcel and income taxes (i.e., at the combined federal and statutory income tax factor) on the sales transaction.

**4f. A statement on the impact of the transaction on ratebase and any effect on the ability of the utility to serve customers and the public.**

The Sale Parcel is only a small part of the larger Reg Station and, in exchange, SoCalGas will receive the equivalent square footage at the rear of the Reg Station. Although some of the facilities within the Reg Station will be slightly reconfigured to accommodate the new footprint, there will be no significant physical change and no operational change at the facility. Accordingly, the transaction will not have any impact on ratebase and will not have any effect on the ability of the Utility to serve its customers or the public.

**4g. For sales of real property and depreciable assets, the original cost, present book value, and present fair market value, and a detailed description of how the fair market value was determined (e.g., appraisal).**

The original cost and present book value of the Sale Property is \$13.54, calculated as follows:  $\$538.90$  [acquisition cost of the Original Parcel]  $\div$   $17,200$  sf [square footage of the Original Parcel]  $\times$   $432$  square feet [square footage of the Sale Parcel].

The present fair market value as originally determined by the City is \$2,808, based upon the City's appraisal performed by an independent certified general real estate appraiser in accordance with California eminent domain statutes. SoCalGas, however, has independently appraised the Sale Parcel at a slightly higher present

fair market value of \$3,259. SoCalGas will not receive proceeds from the sale of the Sale Parcel; instead, this transaction provides for the equivalent exchange of 432 square feet of property adjacent to the Reg Station. For purposes of the exchange, the parties have agreed that the value of each of the exchange parcels (SoCalGas' Sale Parcel and the City's Exchange Parcel) is \$3,259.

**4h. For leases of real property, the fair market rental value, a detailed description of how the fair market rental value was determined, and any additional information necessary to show compliance with Rule 3(g) above.**

Not applicable. The transaction does not involve a lease.

**4i. For easements or rights-of-way, the fair market value of the easement or right-of-way and a detailed description of how the fair market value was determined.**

Not applicable. The transaction does not involve the transfer of an easement or right-of-way from SoCalGas.

**4j. A complete description of any recent past (within the prior two years) or anticipated future transactions that may appear to be related to the present transaction, such as sales or leases of interests in the same real property or real property that is located near the property at issue or that are being transferred to the same transferee; or for depreciable assets, sales of similar assets or sales to the same transferee.**

There are no recent past or anticipated future transactions that may appear to be related to the sale of the Sale Parcel.

**4k. Sufficient information and documentation (including environmental documentation) to show that all of the eligibility criteria stated in Rule 3 above have been met.**

As set forth above, SoCalGas believes that all applicable eligibility criteria stated in Rule 3 have been satisfied.

**4l. The filing utility may submit additional information to assist in the review of the advice letter, including recent photographs, scaled maps, drawings, etc.**

Please see the Purchase and Sale Agreement between SoCalGas and City dated February 1, 2017, an unexecuted copy of which is included herein as Attachment A.



**4m. Environmental Information: If the applicant believes that the transaction is not a Project under CEQA, the applicant shall include an explanation of its position.**

SoCalGas believes this transaction is not a “project” under CEQA pursuant to CEQA Guidelines Section 15378. If, however, the Commission were to determine this transaction is a project under CEQA, then SoCalGas believes that the Categorical Exemption set forth in CEQA Guidelines Section 15061(b)(3) applies. No other governmental agency is a CEQA lead or CEQA responsible agency for purposes of this transaction, and SoCalGas is not aware of any other discretionary or ministerial permits required in order to complete the transfer of the Sale Parcel.

**Protest**

Anyone may protest this Advice Letter to the Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date of this Advice Letter, which is March 16, 2017. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is given below.

CPUC Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of the Energy Division Tariff Unit ([EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)). A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Ray B. Ortiz  
Tariff Manager – GT14D6  
555 West Fifth Street  
Los Angeles, CA 90013-1011  
Facsimile No. (213) 244-4957  
E-mail: [ROrtiz@semprautilities.com](mailto:ROrtiz@semprautilities.com)

For questions, please contact Michelle Meghrouni at (213) 244-4809 or by electronic mail at: [mmeghrouni@semprautilities.com](mailto:mmeghrouni@semprautilities.com).

**Effective Date**

SoCalGas believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B. SoCalGas

respectfully requests that this filing be approved on March 26, 2017, which is 30 calendar days from the date filed.

**Notice**

A copy of this Advice Letter is being sent to SoCalGas' GO 96-B service list. Address change requests to the GO 96-B should be directed by electronic mail to [tariffs@socalgas.com](mailto:tariffs@socalgas.com) or call 213-244-3387.

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Ronald van der Leeden  
Director - Regulatory Affairs

Attachments

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC     GAS  
 PLC     HEAT     WATER

Contact Person: Ray B. Ortiz

Phone #: (213) 244-3837

E-mail: [ROrtiz@semprautilities.com](mailto:ROrtiz@semprautilities.com)

### EXPLANATION OF UTILITY TYPE

ELC = Electric    GAS = Gas  
PLC = Pipeline    HEAT = Heat    WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 5096

Subject of AL: Request for Approval of a Sale of Real Property Pursuant to Public Utilities Code Section 851 and General Order 173

Keywords (choose from CPUC listing): Section 851

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

None

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL<sup>1</sup>: N/A

Does AL request confidential treatment? If so, provide explanation: No

Resolution Required?  Yes  No

Tier Designation:  1  2  3

Requested effective date: 3/26/17

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed<sup>1</sup>: See Advice Letter

Pending advice letters that revise the same tariff sheets: None

**Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Ave.,  
San Francisco, CA 94102  
[EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Southern California Gas Company  
Attention: Ray B. Ortiz  
555 West 5<sup>th</sup> Street, GT14D6  
Los Angeles, CA 90013-1011  
[ROrtiz@semprautilities.com](mailto:ROrtiz@semprautilities.com)  
[Tariffs@socalgas.com](mailto:Tariffs@socalgas.com)

<sup>1</sup> Discuss in AL if more space is needed.

**ATTACHMENT A**

**Advice No. 5096**

**Purchase Agreement  
(Exhibits A through K)**

**AGREEMENT FOR THE PURCHASE, SALE AND EXCHANGE OF  
REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

PARTIES: CITY OF PALM SPRINGS, a California charter City  
and municipal corporation

SOUTHERN CALIFORNIA GAS COMPANY

ESCROW NO. ORDER NO(s). \_\_\_\_\_

THIS AGREEMENT FOR THE PURCHASE, SALE AND EXCHANGE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of February 1, 2017, by and between the **CITY OF PALM SPRINGS, a California charter City and municipal corporation**, existing under the laws of the State of California ("CITY"), and **SOUTHERN CALIFORNIA GAS COMPANY**, a California corporation ("SCGC"), with reference and respect to the following facts and circumstances:

**RECITALS**

A. CITY seeks to develop and construct the Indian Canyon Drive Widening and Bridge Replacement @ UPRR, Federal Project No. BRLO-5282 (017) City Project No. 01-11 ("Project").

B. The Project involves widening Indian Canyon Drive from Garnet Avenue to the UPRR bridge in accordance with Caltrans and Federal Highway Administration ("FHWA") regulations and standards. The Indian Canyon Drive bridge over the UPRR will also be widened. The project will widen Indian Canyon Drive from two to six lanes between the UPRR bridge and Garnet Avenue, and from two to five lanes (two southbound and three northbound) from UPRR bridge south, ultimately transitioning to match the existing two lanes within the Whitewater River.

C. The real property which CITY seeks to acquire from SCGC for the Project is located in the City of Palm Springs, County of Riverside, State of California, and consists of real property interests generally located west of N. Indian Canyon Drive, beginning 431 feet south of Garnet Avenue, Palm Springs, CA 92262-1614, located within Riverside County Assessor's Parcel Number 669-060-010 ("SCGC Parcel"), and specifically described as follows:

1. The "Fee Simple Property": a 432 square-foot fee simple interest as described in Exhibit A attached hereto and incorporated herein; and together with

2. The "TCE Property": a temporary construction easement ("TCE") of 1,801 square feet over and upon the area described in Exhibit B attached hereto and incorporated herein.

The Fee Simple Property and TCE Property are sometimes, collectively, referred to herein as the "Property". The portion of the SCGC Parcel remaining after CITY's acquisition of the Fee Simple Property is referred to herein as the "SCGC Remainder Property."

D. In lieu of condemnation, CITY proposed to acquire the Property from SCGC pursuant to a voluntary exchange of real property interests. To do so, CITY will first need to acquire from Robert W. Miner, Jr., as Sole Successor Trustee of the Robert Wilson Miner Trust dated, April 13, 1998, real property interests located in the City of Palm Springs, County of Riverside, State of California generally located west of N Indian Canyon Drive, beginning 430 feet south of Garnet Avenue in Palm Springs, CA, located within Riverside County Assessor's Parcel Number 669-060-026, and specifically described as follows :

1. The "Swap Property": a 432 square-foot fee simple acquisition, as more particularly described in Exhibit C attached hereto and incorporated herein; and together with

2. The "Access Easement": a non-exclusive access easement granted in favor of SCGC over the real property described in Exhibit D attached hereto and incorporated herein.

E. Upon CITY's acquisition of the Swap Property, SCGC shall sell, transfer, set over and convey the Property to CITY in exchange for the Swap Property, the Access Easement and other consideration, as set forth below in this Agreement, all upon and subject to the terms, conditions, and provisions of this Agreement, including, but not limited to the completion of the Reconfiguration Improvements, as defined in Section 3.5.2 below (collectively, the "Improvements") as contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, CITY and SCGC agree as follows:

## AGREEMENT

1. Recitals. The Recitals set forth above are incorporated into this Agreement as if set forth in full in this Article 1.

2. The Transactions. The purpose of this Agreement is to effectuate the following: (i) CITY's acquisition of title to or interests in the Property from SCGC; (ii) SCGC's acquisition of title to or interests in the Swap Property and the Access Easement from CITY; and (iii) the payment of the amounts as well as the performance of the other obligations and duties of the parties as set forth below in this Agreement.

2.1 The acquisition of the Fee Simple Property by CITY from SCGC includes, without limitation, any and all rights, privileges and easements appurtenant to the Fee Simple Property, including, without limitation, all of SCGC's right, title and interest, if any, in any and all minerals, oil, gas and other hydrocarbon substances on and under the Fee Simple Property, as well as all development rights, air rights, water, water rights and water stock relating to the Fee Simple Property and any other easements, rights, rights of way or appurtenances used in connection with the beneficial occupancy, use and/or enjoyment of the Fee Simple Property and the "Property Improvements," which are defined as any and all improvements, structures and non-moveable fixtures (if applicable) located on the Fee Simple Property, or used in connection with the operation or occupancy of the Fee Simple Property, following the Relocation Work described in Section 3.5.1 below. Notwithstanding anything in the foregoing or herein to the contrary, upon the exchange of the real property interests as set forth in this Agreement and SCGC's completion of the Relocation Work, title and ownership to the remaining Property Improvements upon the Fee Simple Property shall transfer to City and City may, therefore, remove or destroy any remaining Property Improvements within the Fee Simple Property without additional consideration or compensation to SCGC.

2.2 The acquisition of the Swap Property by SCGC from CITY includes any and all rights, privileges and easements appurtenant to the Swap Property, including, without limitation, all of CITY's right, title and interest, if any, in any and all minerals, oil, gas and other hydrocarbon substances on and under the Swap Property, as well as all development rights, air rights, water, water rights and water stock relating to the Swap Property and any other easements, rights, rights of way or appurtenances used in connection with the beneficial occupancy, use and/or enjoyment of the Swap Property and the "Reconfiguration Improvements," which are defined as any and all improvements, structures and non-moveable fixtures (if applicable) to be constructed on the Swap Property as provided herein (as set forth in Section 3.5 below) in lieu of any and/or all existing, available and/or used improvements.

2.3 The acquisition of the TCE Property by CITY from SCGC shall be pursuant to and in the form of temporary construction easement as set forth more specifically in TCE Deed (as defined in Subsection 3.3.1.2 below).

Notwithstanding anything in this Agreement to the contrary, CITY and SCGC hereby acknowledge and agree that receipt of the requisite approvals of the California Public Utilities Commission ("CPUC"), as required under applicable laws, including, but not limited to, Section 851 of the California Public Utilities Code ("CPUC Approval"), is a condition precedent to the consummation of the purchase, sale and exchange of the Property in accordance with this Agreement. SCGC shall make a good faith application for CPUC Approval of the sale and exchange transaction contemplated by this Agreement and shall diligently and in good faith pursue obtaining the approval. CITY and SCGC hereby agree that if the CPUC denies the application for the CPUC Approval, this Agreement shall automatically and immediately terminate without the need for any further action by CITY or SCGC, and CITY and SCGC shall have no further obligations to each other under this Agreement, except those obligations that, by their terms survive the termination of this Agreement. If either party receives actual notice that the CPUC has denied the application for the CPUC Approval, then the receiving party shall promptly deliver written notice of such denial and the reason(s) for such denial to the other party, provided that the delivery of such written notice shall not be a prerequisite to the termination of this Agreement. CITY and SCGC hereby agree that the failure of the CPUC to issue the CPUC Approval and the resulting termination of this Agreement and subsequent failure to consummate the purchase and sale of the Property in accordance with this Agreement shall not constitute a default by either SCGC or a CITY under this Agreement. In the event that this Agreement is terminated pursuant to the foregoing, CITY shall pay all the expenses of canceling Escrow (including, without limitation, title cancellation charges).

### 3. Escrow.

3.1 Escrow. No later than three (3) business days after the execution of this Agreement by the parties, CITY shall open an escrow ("Escrow") with Lawyers Title ("Escrow Holder"), located at 777 E. Tahquitz Canyon Way, Suite 200-33, Palm Springs, California 92262, and within three (3) business days of opening Escrow, CITY and SCGC shall each deliver a fully executed counterpart original of this Agreement to Escrow Holder. The deposit with Escrow Holder of a fully executed original of this Agreement shall constitute the effective date for the opening of Escrow for any dates to be calculated by this Agreement and as authorization of Escrow Holder to act in accordance with the terms of this Agreement. Escrow officer's name is Kimberly Rogers; telephone number 760.327.6523; facsimile number 866.350.3317; e-mail address krogers@ltic.com. This Agreement shall constitute instructions to Escrow Holder for the consummation of the transactions contemplated by this Agreement



through the Escrow. Escrow Holder shall not prepare any further instructions restating or amending this Agreement unless specifically so instructed in writing by all parties to this Agreement. Subject to written approval of all the parties, Escrow Holder may, however, include its standard general provisions. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement and applicable law.

3.2 Closing Date. Escrow shall close ten (10) business days after (a) CITY sends written notice to SCGC that CITY has acquired the Swap Property and the Access Easement; and (b) SCGC has (i) obtained CPUC Approval (as defined in Section 2 above) and (ii) obtained the Indenture Release (as defined in Subsection 5.1.3 below), or such earlier (or later) date as is agreed to by the parties in writing ("Closing Date"). The Closings and each Closing (as defined in Section 4.1 below) shall take place simultaneously on the Closing Date.

3.3 Transaction Number 1. "Transaction Number 1" is defined to mean the transfer of the Fee Simple Property currently owned by SCGC to CITY and the conveyance of the TCE Property from SCGC to CITY in accordance with the following:

3.3.1 Deposit of Documents by SCGC. SCGC shall deposit with Escrow Holder the following items no later than three (3) business days prior to the scheduled Closing Date, duly executed and acknowledged where required:

3.3.1.1 (i) If it has not already been recorded in the Official Records of Riverside, California, the Indenture Release and (ii), in any event, a grant deed in the form of Exhibit E attached hereto and incorporated herein by this reference, conveying title in fee simple absolute of the Fee Simple Property to CITY (the "Property Grant Deed");

3.3.1.2 A grant of a temporary construction easement in the form set forth in Exhibit F attached hereto and incorporated herein by this reference, conveying the TCE Property to CITY (the "TCE Deed"); and

3.3.1.3 Any and all other documents as may customarily, usually, necessarily or reasonably be required by Escrow Holder or the Title Company, as defined below, to close the Escrow, including without limitation issue a title policy or binder/commitment in accordance with Subsection 5.2.1 below.

3.3.2 Deposits by CITY. CITY shall deposit with Escrow Holder the following items no later than three (3) business days prior to the Closing Date, duly executed and acknowledged where required:

3.3.2.1 A completed and originally executed Preliminary Change of Ownership Report in the form required by the Riverside County Recorder's Office;

3.3.2.2 An originally executed Certificate of Acceptance of the Property Grant Deed, to be attached to the Property Grant Deed, in the form of Exhibit G attached hereto and incorporated herein by this reference, and an originally executed Certificate of Acceptance of the TCE, in the form of Exhibit H attached hereto and incorporated herein by this reference;

3.3.2.3 The sum of \$10,900, which is the purchase price for the Property (TCE Property and Fee Simple Property) and, therefore, is to be transferred and released by Escrow Holder to SCGC pursuant to its instructions upon the occurrence of the Closings, and only upon the confirmation of the recording of the Property Grant Deed.

3.3.2.4 Any and all other funds and documents as may be customarily, usually, necessarily or reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.3.3 If applicable, all real property taxes, any penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds against the Property which are liens and unpaid as of the Closing Date shall be paid by SCGC, or prorated in accordance with Subsection 4.1.7 below.

3.4 Transaction Number 2. "Transaction Number 2" is defined to mean the transfer of the Swap Property from CITY to SCGC in accordance with the following:

3.4.1 Deposit of Documents by CITY. CITY shall deposit with Escrow Holder the following items no later than three (3) business days prior to the scheduled Closing Date, duly executed and acknowledged where required:

3.4.1.1 A grant deed in the form of Exhibit I attached hereto and incorporated herein by this reference, conveying title in fee simple absolute of the Swap Property to SCGC (the "Swap Property Grant Deed");

3.4.1.2 A grant of an access easement in the form set forth in Exhibit J attached hereto and incorporated herein by this reference, conveying the Access Easement to SCGC (the "Access Easement Deed"); and

3.4.1.3 Any and all other funds and documents as may customarily, usually, necessarily or reasonably be required by Escrow Holder or the Title Company, as defined below, to close the Escrow, including without limitation issue a title policy in accordance with Subsection 5.2.2 below.

3.4.2 Deposits by SCGC. SCGC shall deposit with Escrow Holder the following items no later than three (3) business days prior to the Closing Date, duly executed and acknowledged where required:

3.4.2.1 A completed and originally executed Preliminary Change of Ownership Report in the form required by the Riverside County Recorder's Office;

3.4.2.2 Any and all other documents as may be customarily, usually, necessarily or reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

3.4.3 If applicable, all real property taxes, any penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds against the Swap Property which are liens and unpaid as of the Closing Date shall be paid by CITY, or prorated in accordance with Subsection 4.1.8 below.

### 3.5 Improvement of Property.

3.5.1 Relocation Improvements. In connection with the transfer of the Fee Simple Property to CITY, SCGC must relocate certain utility facilities owned and operated by SCGC from the Fee Simple Property to the SCGC Remainder Property (the "Relocation Work"). SCGC shall not be required to commence such Relocation Work unless and until SCGC has received not less than ninety (90) nor more than one hundred twenty (120) days' prior written notice of CITY's commencement of construction affecting the Fee Simple Property. Upon such notice, SCGC shall commence the Relocation Work and diligently prosecute the same to completion. CITY acknowledges and agrees that the Relocation Work may not be completed prior to the Closings and, therefore, SCGC shall have the right to occupy the Fee Simple Property following the Closing Date through and including the date of completion of the Relocation Work.

3.5.2 Reconfiguration Improvements. As a condition subsequent to Transaction Number 1 above, CITY shall, at CITY's sole cost and expense, construct and/or install, or cause the construction and installation, of certain improvements on, to and around the Remainder Property, Swap Property and Access Easement for the use and benefit of SCGC ("Reconfiguration Improvements"). CITY shall commence the construction and/or installation of the Reconfiguration Improvements as soon as reasonably possible after the acquisition of the Swap Property by CITY and diligently prosecute the same to

completion. CITY shall use commercially reasonable efforts in this regard; however, SCGC acknowledges and agrees that both the commencement and completion of construction and/or installation may be delayed, and City shall not be liable to SCGC in any form or manner, by events or circumstances not within the reasonable control of CITY, including without limitation acts of God or *force majeure* (including without limitation fire, flood, earthquake, storm, hurricane or other natural disaster) as well as war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, unavailability of materials, supplies, equipment or services, or interruption or failure of electricity or telephone or other needed or required service(s). The plans for the Reconfiguration Improvements are set forth in Exhibit K attached hereto and incorporated herein by this reference. The construction and/or installation of the Reconfiguration Improvements as set forth in this Section 3.5.2 shall be performed in a good and workmanlike manner in material compliance with such plans/Exhibit K and CITY's obligations set forth in this Section 3.5.2 shall survive the Closings.

### 3.5.3 Intentionally Deleted.

3.5.4. Inspection. Upon substantial completion of the Reconfiguration Improvements, SCGC shall have the right to inspect the Reconfiguration Improvements for reasonably satisfactory substantial completion materially in accordance with the plans/Exhibit K. CITY shall provide SCGC with written notice of substantial completion of the Reconfiguration Improvements. Within twenty (20) business days of any such notice(s), SCGC shall complete its inspection of the work identified in the notice and provide CITY with written approval of the work and/or improvements, or a detailed summary of any incomplete or defective work and/or improvements. CITY shall complete or correct any incomplete or defective work and/or improvements as a condition to Closing so long as the listed deficiencies are required by Exhibit K, or material to the operation and function of the Remainder Property. If there is a dispute, the parties shall meet and confer in good faith to resolve the issue and if necessary, consult with a neutral licensed engineer on whether the deficiencies must be fixed. The failure of SCGC to timely provide, in writing, to CITY a detailed summary of any incomplete or defective work and/or improvements shall be deemed an approval and acceptance of the work and improvements.

3.5.5. Cooperation. SCGC and CITY shall reasonably cooperate to coordinate the timing and phasing of the completion of the Relocation Work and the Reconfiguration Improvements. Both SCGC and CITY understand and acknowledge that safety and security are of paramount importance. To that end, CITY agrees (a) at all times during the construction of CITY's Project in the areas immediately adjacent to the SCGC Parcel, CITY shall maintain a K-Rail barrier between the SCGC Parcel and the Project work area,

(b) at no time shall CITY remove the SCGC Parcel existing perimeter fencing, except during the completion of the Reconfiguration Improvements and only for such hours as is required to install new fencing as specified in the Reconfiguration Improvements, it being understood and agreed that the SCGC Parcel shall at all times remain secured by fencing or under active and monitored construction, and (c) CITY shall not prevent or impair SCGC's access to the SCGC Remainder Parcel (and, until completion of the Relocation Work, to the Swap Property) during the construction of CITY's Project or the Reconfiguration Improvements.

3.6 AS IS, WHERE IS; Hazardous Materials; 1542 Waiver.

3.6.1 LAND EXCHANGED "AS IS, WHERE IS".

3.6.1.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SCGC AND CITY ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE TO EACH OTHER ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.6.1.2 EACH OF CITY AND SCGC ACKNOWLEDGES AND AGREES THAT UPON THE ACQUISITION OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, SCGC OR CITY SHALL TRANSFER AND/OR OTHERWISE CONVEY TO CITY OR SCGC AND CITY OR SCGC SHALL ACCEPT THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, "AS IS, WHERE IS, AND WITH ALL FAULTS", EXCEPT TO THE EXTENT SPECIFICALLY AND EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. CITY AND SCGC HAS NOT RELIED AND WILL NOT RELY ON, AND EACH SHALL NOT BE LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, STATEMENTS OR INFORMATION PERTAINING TO THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY INFORMATION OR MATERIALS DISTRIBUTED OR OTHERWISE MADE AVAILABLE WITH RESPECT TO THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY) MADE OR FURNISHED BY SCGC OR CITY, SCGC'S OR CITY'S AGENTS, REPRESENTATIVES OR EMPLOYEES, INCLUDING WITHOUT LIMITATION THE OPERATORS OR MANAGERS OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, OR ANY REAL ESTATE OR OTHER BROKER OR

AGENT REPRESENTING OR PURPORTING TO REPRESENT SCGC OR CITY, AS APPLICABLE, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. CITY AND SCGC EACH ALSO ACKNOWLEDGE AND AGREE THAT THE VALUES, PURCHASE PRICES AND/OR OTHER AMOUNTS SET FORTH AND/OR REFERENCED IN THIS AGREEMENT REFLECT AND TAKE INTO ACCOUNT THAT THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, IS BEING ACQUIRED BY CITY OR SCGC, AS APPLICABLE, ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS.

3.6.1.3 CITY AND SCGC EACH REPRESENT TO EACH OTHER THAT THEY HAVE CONDUCTED SUCH INVESTIGATIONS OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS EACH DEEM NECESSARY OR DESIRABLE TO BE SATISFIED AS TO THE CONDITION OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SCGC OR CITY, AS APPLICABLE, OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCGC OR CITY, IF ANY, AS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS AGREEMENT. UPON ACQUISITION OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, CITY OR SCGC, AS APPLICABLE, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S OR SCGC'S INVESTIGATIONS, AND CITY OR SCGC, UPON SUCH ACQUISITION, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED EACH OTHER, AS APPLICABLE, AS WELL AS SCGC'S OR CITY'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT BASED UPON NEGLIGENT ACTS OR OMISSIONS OF SCGC OR CITY), AS APPLICABLE, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH CITY OR SCGC MIGHT HAVE ASSERTED OR ALLEGED AGAINST SCGC OR CITY AND SCGC'S OR CITY'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AT ANY TIME

BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION OR OTHER DEFECTS OR PHYSICAL OR ENVIRONMENTAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE; PROVIDED, HOWEVER, THAT THE FOREGOING ASSUMPTION(S) OF RISK, WAIVER(S), RELINQUISHMENT(S) AND RELEASE(S) WILL NOT APPLY TO CLAIMS BASED UPON ANY INTENTIONAL MISREPRESENTATION OF SCGC OR CITY OR ANY FRAUDULENT ACT OF SCGC OR CITY OR ANY OBLIGATION OF CITY TO CONSTRUCT AND DELIVER THE RECONFIGURATION IMPROVEMENTS IN ACCORDANCE WITH SECTION 3.5 ABOVE.

3.6.1.4 CITY AND SCGC EACH ACKNOWLEDGE AND AGREE THAT ANY AND ALL MATERIALS MADE AVAILABLE BY SCGC OR CITY AND ITS AFFILIATES OR ANY OFFICER, DIRECTOR, TRUSTEE, AGENT, REPRESENTATIVE, EMPLOYEE OR OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SCGC OR CITY OR ANY OF ITS AFFILIATES ARE PROVIDED TO CITY OR SCGC WITHOUT REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS THEREOF OR THE SUFFICIENCY FOR THE PURPOSES FOR WHICH CITY OR SCGC USES SUCH MATERIALS, EXCEPT AS EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS AGREEMENT.

3.6.1.5 THE PROVISIONS OF THIS SUBSECTION (INCLUDING WITHOUT LIMITATION THE FOREGOING PROVISIONS 3.6.1.1, 3.6.1.2, 3.6.1.3 AND 3.6.1.4 OF THIS SUBSECTION 3.6.1) SHALL SURVIVE CITY'S OR SCGC'S ACQUISITION OF THE FEE SIMPLE PROPERTY OR THE SWAP PROPERTY, AS APPLICABLE.

3.6.2 Hazardous Materials. CITY and SCGC each hereby agree that, if, at any time after acquisition of the Fee Simple Property or the Swap Property, as applicable, any third party or any governmental agency seeks to hold CITY or SCGC responsible or liable for the presence of, or any loss, cost or damage associated with, Hazardous Materials (as hereinafter defined) in, on, above or beneath the Fee Simple Property or the Swap Property, as applicable, or emanating therefrom, then the CITY or SCGC, as applicable, releases and waives any rights it may have against SCGC or CITY in connection therewith, including, without limitation, under CERCLA or RCRA (defined below), and CITY or SCGC each agree that it shall not (i) implead SCGC or CITY, (ii) bring a contribution action or similar action against SCGC or CITY or (iii) attempt in any way to bring a claim against SCGC or CITY, or direct or otherwise encourage a third party to bring a claim against SCGC or CITY, with respect to any such matter. The provisions of this Subsection shall survive CITY's or SCGC's acquisition of the Fee Simple Property or the Swap Property, as applicable. As used herein, "Hazardous Materials" shall mean and include, but shall not be

limited to, any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"), as well as similar state laws and regulations whether or not adopted thereunder. Hazardous materials shall also mean and include hazardous materials or waste as defined by California Health and Safety Code section 25100, et seq., CERCLA and/or RCRA.

3.6.3 Full Satisfaction. SCGC acknowledges that, in accordance with applicable provisions of California law, SCGC may be entitled to the payment of relocation expenses, payments for loss of goodwill, inverse condemnation, unlawful pre-condemnation conduct, and other benefits and reimbursements other than and/or in addition to those expressly provided for in this Agreement (collectively, "Benefits") in connection with CITY's acquisition of the Fee Simple Property as well as the other matters covered herein by this Agreement. SCGC acknowledges and agrees that CITY's payment or performance and SCGC's receipt of the \$10,900, the Swap Property, and the Improvements includes, without limitation, full payment of, for and with respect to the Benefits, including, without limitation, just compensation, lease bonus value, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest, and any and all other damages in complete settlement of all claims (known and unknown), causes of action and demands of SCGC against CITY because of CITY's purchase and/or acquisition of the Property and for any and all claims (known and unknown) arising from or relating to the purchase, sale and/or exchange which are the subject of this Agreement. Consistent with the foregoing, SCGC, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that CITY's representations, warranties, covenants and/or agreements under this Agreement constitutes full and complete satisfaction of CITY's obligations to provide the Benefits to SCGC and to compensate SCGC not only for the purchase and/or acquisition of the Property.

3.6.4 Waivers and Releases. Subject to the representations, warranties, covenants and/or agreements of the parties under and pursuant to this Agreement, including without limitation the parties' obligations, liabilities and duties under and pursuant to this Agreement, any and all of which are and will be unaffected by this Subsection 3.6.4, CITY and SCGC



each hereby (a) waive, to the maximum legal extent, any and all claims, demands, remedies and causes of action for damages, liabilities, losses, injuries, costs and/or expenses, including attorneys' fees, arising out of, resulting from or related to CITY's acquisition of the Fee Simple Property, whether known or unknown, foreseeable or unforeseeable, (b) on behalf of themselves as well as their respective heirs, executors, administrators, successors and assigns, hereby fully release the other, and the other's officers, directors, shareholders, partners, managers, members, employees, agents, representatives and contractors, as well as their respective successors and assigns, from any and all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of CITY's purchase and/or acquisition of the Fee Simple Property or any preliminary steps thereto. The parties hereto agree that this Agreement is a settlement of claims in order to avoid litigation and shall not, in any manner, be construed as an admission of the fair market value of the Fee Simple Property or of any liability by any party, including without limitation CITY.

3.6.5 1542 Waiver. Each of CITY and SCGC does hereby for itself, and for its legal representatives, agents, successors-in-interest and assigns, expressly waive and relinquish all rights and benefits afforded by section 1542 of the Civil Code of California or any other state laws, and does so understanding and acknowledging the significance and consequence of such specific waiver of said section 1542. CITY and SCGC each acknowledge and agree that it is being (or has had the opportunity of being) represented in this matter by counsel, and acknowledges that it is familiar with the provisions of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of section 1542, and for the purpose of implementing the full and complete release and discharge of all claims as contemplated by Subsections 3.6.1, 3.6.2, 3.6.3 and 3.6.4 above, each of CITY and SCGC expressly acknowledges and agrees that this Agreement is also intended to include in its effect, without limitation, any and all claims which CITY or SCGC, as applicable, does not know or expect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any and all such claims. Further, SCGC acknowledges that, with respect to the transfer and/or sale of the Fee Simple Property to CITY, including without limitation the Claims, SCGC may have sustained damages, losses, costs and/or expenses which are presently unknown or unsuspected, and such damages, losses, costs and/or expenses which may have been sustained may give rise to additional damages, losses, costs and/or expenses in the future. Nevertheless, SCGC hereby represents, warrants, acknowledges and agrees that this

Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any and all rights accruing to it under said Section 1542 or any other statute or judicial decision of similar effect.

\_\_\_\_\_/\_\_\_\_\_  
SCGC's initials

\_\_\_\_\_/\_\_\_\_\_  
CITY's initials

The foregoing acknowledgment(s), waiver(s) and release(s) shall survive the Closings as well as the recording of the Property Grant Deed, the TCE Deed, the Access Easement Deed and the Swap Property Grant Deed. However, notwithstanding the foregoing provisions of Subsections 3.6.4 and 3.6.5, SCGC's waiver(s) and release(s) of CITY set forth herein shall not be broader or greater than CITY would have obtained in or as a result of CITY's condemnation of the Property (that is, the Fee Simple Property and the TCEs).

3.6.6 Notice to Others. If, prior to the Closings, SCGC sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, SCGC shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the obligations, liabilities and duties as well as the rights and remedies of the parties. Neither CITY nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by CITY under or pursuant to this Agreement or justifying the acquisition of the Property.

#### 4. Escrow Holder's Obligations.

4.1 The performance of the acts set forth in this Section shall constitute the "Closing," "Closings" or the "Close of Escrow" as such term/s is/are used in this Agreement. Escrow Holder shall conduct the Closings on the Closing Date by recording and/or distributing the following described documents and funds in the following manner:

4.1.2 Pay and charge SCGC for any amounts necessary to place title to the Property in the condition necessary to enable conveyance pursuant to this Agreement. SCGC shall provide any such documentation to place title in the condition necessary to enable conveyance of the Property pursuant to this Agreement;

4.1.3 Pay and charge CITY for any amounts necessary to place title to the Swap Property in the condition necessary to enable conveyance pursuant to this Agreement. CITY shall provide any such documentation to place

title in the condition necessary to enable conveyance of the Swap Property pursuant to this Agreement;

4.1.4 Pay and charge CITY for any customary Escrow charges and costs incurred in the transaction(s) contemplated by this Agreement. As to any additional charges for specific or separate services requested by or provided to only any one or the other of the parties, but not both parties, the party requesting or being provided the specific or separate services shall be solely responsible and liable for the same;

4.1.5 The parties anticipate that the transactions set forth in this Agreement are exempt from city, county and/or other documentary or transfer taxes. To the extent any transaction is not so exempt, all such taxes shall be paid by CITY. The cost of recording the Property Grant Deed and the Access Easement Deed shall be paid by CITY and the cost of recording the Swap Property Grant Deed shall also be paid by CITY.

4.1.6 Make all adjustments, except for taxes and assessments, on the basis of a thirty (30) day month.

4.1.7 All real estate and personal property taxes attributable to the Fee Simple Property will be prorated at Closing in accordance with, and to the extent set forth in, this Subsection 4.1.7 based upon the latest tax bill(s) available. SCGC shall be charged with all such taxes related to the Fee Simple Property (including any delinquent taxes) up to, but not including, the Closing Date, even if such taxes do not become due or payable until after the Closing; and SCGC's liability in this regard shall survive the Closing. If the applicable tax rate and assessments for the Fee Simple Property have not been established for the year in which Closing occurs, the proration of real estate and/or personal property taxes, as the case may be, will be based upon the rate and assessments for the preceding year. Real property tax refunds and credits received after the Closing which are attributable to a fiscal tax year that ended prior to the Closing shall belong to SCGC. Any taxes which have been prepaid by SCGC at or prior to Closing shall not be prorated, but SCGC shall have the sole right, after Closing, to apply to the Riverside County Treasurer (or to such other agency or authority as is appropriate) for refund of the taxes attributable to the period after the Closing pursuant to the Revenue and Taxation Code Section 5096.7.

4.1.8 All real estate and personal property taxes attributable to the Swap Property will be prorated at Closing in accordance with, and to the extent set forth in, this Subsection 4.1.8 based upon the latest tax bill(s) available. CITY shall be charged with all such taxes related to the Swap Property (including any delinquent taxes) up to, but not including, the Closing Date, even if such taxes do not become due or payable until after the Closing; and CITY's liability in this regard shall survive the Closing. If the applicable tax

rate and assessments for the Swap Property have not been established for the year in which Closing occurs, the proration of real estate and/or personal property taxes, as the case may be, will be based upon the rate and assessments for the preceding year. Real property tax refunds and credits received after the Closing which are attributable to a fiscal tax year that ended prior to the Closing shall belong to CITY. Any taxes which have been prepaid by CITY at or prior to Closing shall not be prorated, but CITY shall have the sole right, after Closing, to apply to the Riverside County Treasurer (or to such other agency or authority as is appropriate) for refund of the taxes attributable to the period after the Closing pursuant to the Revenue and Taxation Code Section 5096.7.

4.1.9 Record any recordable instrument delivered through the Escrow as instructed by the appropriate party or parties, including, without limitation, the Property Grant Deed, the TCE Deed, the Access Easement Deed and the Swap Property Grant Deed (simultaneously), including any required release or reconveyance of mortgage or deed of trust as well as any quitclaim and/or grant deeds if such action is necessary to place record title (to the Fee Simple Property or the Swap Property, as appropriate) in condition to comply with the terms of this Agreement.

4.1.10 At least five (5) business days before the Closing Date, advise CITY and SCGC in writing of Escrow Holder's estimate of the total Escrow costs and fees associated with this transaction to be paid by CITY and SCGC. If this Agreement and the accompanying transaction(s) are cancelled before the Closing Date without a default by any party, CITY shall pay any cancellation fees imposed by the Escrow Holder. If this Agreement and the accompanying transaction/s are cancelled as a result of default by CITY or SCGC, then the defaulting party shall pay all cancellation fees imposed by the Escrow Holder.

4.1.11 Disburse funds by check or wire transfer, as instructed by the party to receive such funds.

4.1.12 Provide conformed copies of recorded documents immediately following Closing and originals, or copies if originals are not available, of the Closing documents to the party or parties to such documents, the party or parties providing such documents, and the party or parties to whom such documents are directed or for whose benefit such documents are provided.

4.2 Any amendments of, or supplements to, any Escrow instructions must be in writing and executed by CITY and SCGC.

5. Title Matters.

5.1 Condition of the Property

5.1.1 Except for any relocation of SCGC's facilities and equipment, the physical condition of the Property shall be maintained by SCGC in substantially the same state and condition at and as of the Closing and the Closing Date as on the date of execution of this Agreement. Subject to the terms of this Subsection 5.1.1 and Subsection 5.1.3 below, the condition of title to the Property shall be maintained by SCGC in substantially the same state and condition at and as of the Closing and the Closing Date as on the date of execution of this Agreement.

5.1.2 Except as provided in and subject to Section 3.5 above, the physical condition of the Swap Property shall be maintained by CITY in substantially the same state and condition at and as of the Closing and the Closing Date as on the later to occur of (i) date of execution of this Agreement or (ii) the date CITY acquires title to the Swap Property. Except as provided in and subject to Subsection 5.2.2 below, the condition of title to the Swap Property shall be maintained by CITY in substantially the same state and condition at and as of the Closing and the Closing Date as on the date of execution of this Agreement.

5.1.3 Notwithstanding anything to the contrary contained in this Agreement, CITY acknowledges that the Fee Simple Property is currently encumbered by that certain First Mortgage Indenture, dated as of October 1, 1940, as subsequently amended and/or supplemented, as each of the same may have been recorded in the Official Records of San Bernardino County, California (the "Trust Indenture"). The successor and current trustee under the Trust Indenture is U.S. Bank National Association, a corporation ("Trustee"). CITY and SCGC hereby acknowledge and agree that the release of the Fee Simple Property from the lien of the Trust Indenture ("Indenture Release") is a condition precedent to the consummation of the conveyance of the Fee Simple Property in accordance with this Agreement. SCGC shall use commercially reasonable efforts to obtain a release from the Trustee of the fee interest in the Fee Simple Property from the lien of the Trust Indenture prior to the Closings; provided, however, that, notwithstanding the foregoing, CITY agrees that the failure of the Trustee to approve or provide the Indenture Release shall not constitute a default by SCGC under this Agreement, but, at any time after the date ninety (90) days after the opening of Escrow, shall entitle CITY to terminate this Agreement, declare this Agreement to be void *ab initio* and/or pursue an action to condemn the property interest created by the Trust Indenture as well as the Fee Simple Property Interest by giving written notice of such election to SCGC and Escrow Holder; and provided, further, that, in the event CITY proceeds in this manner, then any and all deposits shall be returned and/or refunded to the party making such deposit(s), this Agreement shall be of no

further force or effect, and the parties shall have no other or further obligations, liabilities and/or duties under or pursuant to this Agreement.

## 5.2 Title Insurance.

5.2.1 At CITY's election as well as its sole cost and expense, at the Close of Escrow, Lawyers Title (the "Title Company") shall issue to CITY, through Escrow, an Owner's Policy of Title Insurance with CLTA or ALTA coverage (or a "hold open" binder or commitment for the same, as CITY shall elect or direct), covering the Fee Simple Property, in the amount agreed to by CITY and the Title Company. The title policy, if any, shall include such additional coverage and/or endorsements as the Title Company and CITY shall agree.

5.2.2 At SCGC's election, but (except as provided below) at CITY's sole cost and expense, at the Close of Escrow, the Title Company shall issue to SCGC, through Escrow, an Owner's Policy of Title Insurance with CLTA or ALTA coverage, covering the Swap Property, showing fee title vested in SCGC, with an appurtenant easement over the Access Easement, in the amount of the value of the property (that is, approximately \$3,259, as agreed to by the parties) or as otherwise agreed to by SCGC and the Title Company, and subject only to the following title exceptions:

- A. Non-delinquent property taxes, including any assessments collected with taxes, levied for the fiscal year 2016-2017.
- B. The lien of supplemental or escaped assessments of property taxes, if any.
- C. Water rights, claims or title to water, whether or not disclosed by the public records.

The title policy, if any, shall include such additional coverage and/or endorsements as the Title Company and SCGC shall agree; provided, however, that the premium and/or any other charge, cost or expense for coverage in excess of \$3,259 or for additional coverage and/or endorsements shall be charged to and paid by SCGC and not CITY; provided, further, that, if SCGC desires a survey or any coverage that requires a survey of the Swap Property, the obligation to obtain the survey as well as all costs and expenses relating thereto shall be paid and/or performed by SCGC.

6. Condition of Property.

6.1 The Property. Consistent with Section 3.6 above:

6.1.1 CITY acknowledges and agrees that CITY has investigated the Property's zoning and other building matters affecting the Property, as well as its condition, including but not limited to its suitability for CITY's intended use, including without limitation the Project, and has determined that the Property is suitable for CITY's intended use.

6.1.2 CITY hereby acknowledges and agrees that, except as otherwise expressly stated in this Agreement, CITY is purchasing and accepting the Property in its existing condition, "AS IS," "WHERE IS" and "WITH ALL FAULTS", and has made (or, as of the Closing, will have made) all inspections of the Property CITY believes are necessary to protect its own interest in and its contemplated use of the Property.

6.2 The Swap Property. Also consistent with Section 3.6 above:

6.2.1 SCGC acknowledges and agrees that SCGC has investigated the Swap Property's zoning and other building matters affecting the Swap Property, as well as its condition, including but not limited to its suitability for SCGC's intended use, and has determined that the Swap Property is suitable for SCGC's intended use.

6.2.2 SCGC hereby acknowledges and agrees that, except as otherwise expressly stated in this Agreement, SCGC is purchasing and accepting the Swap Property in its existing condition, "AS IS," "WHERE IS" and "WITH ALL FAULTS", and has made (or, as of the Closing, will have made) all inspections of the Swap Property SCGC believes are necessary to protect its own interest in and its contemplated use of the Swap Property.

7. Representations and Warranties.

7.1 Transaction Number 1.

7.1.1. With regard to Transaction Number 1, SCGC hereby represents and warrants to CITY that, as of the date hereof and, subject to Subsection 7.1.3 below, as of the Closing, the following are true and correct:

7.1.1.1 SCGC has not received and is not aware of any notification from the Division of Building and Safety, Health Department, or any other city, county, state or federal agency or authority having jurisdiction, (i) requiring any work to be done on or affecting the Property or any part of it or (ii) regarding the environmental condition of the Property.

7.1.1.2 SCGC has not received notice from any person, entity, agency or authority and has no actual knowledge of any litigation, arbitration, action, suit, proceeding, claim or violation, whether pending or threatened, against SCGC (that arise out of, result from or relate to the ownership, occupation, operation or use of the Property) or the Property or indicating an intent to condemn the Property or any portion thereof (by an agency or authority other than CITY as disclosed in the Recitals to this Agreement).

7.1.1.3 SCGC has the power, right and authority to enter into this Agreement and the instruments referenced herein and/or contemplated hereby to be entered into by SCGC, and to take all actions necessary to consummate Transaction Number 1 as contemplated by this Agreement.

7.1.1.4 The execution and delivery of this Agreement and the documents referenced herein and/or contemplated hereby, the incurrence of the obligations, the consummation of the transactions and the compliance with this Agreement and the documents referenced herein and/or contemplated hereby to be entered into by SCGC do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, partnership or joint venture agreement, lease or other agreement or instrument to which SCGC is a party or affecting the Property.

7.1.1.5 The person(s) executing this Agreement and the instruments referenced herein on behalf of SCGC has/have the power, right, and actual authority to bind SCGC to the terms and conditions of this Agreement;

7.1.1.6 No attachments, executions, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against SCGC or which involve (or could involve) the Property.

7.1.1.7 SCGC has not entered into any other agreement for the sale or transfer of the Property or any part of it, and there are no rights of first refusal or options to purchase the Property.

7.1.1.8 There are no service or maintenance contracts or agreements (oral or written) which will affect the Property subsequent to Closing.

7.1.1.9 SCGC has provided to CITY all environmental assessment reports in SCGC's possession or otherwise



reasonably available to SCGC regarding the Property, including any reports that are in draft form as of the date of this Agreement and any raw data or other information that has not been compiled in a report. Any such reports which were prepared by third party consultants and provided to CITY by SCGC have been delivered as an accommodation to CITY and without any representation or warranty as to the sufficiency, accuracy, completeness and/or validity of such reports, all of which CITY relies on at its own risk (except as otherwise expressly provided in this Agreement).

7.1.2 With regard to Transaction Number 1, CITY hereby represents and warrants to SCGC that, as of the date hereof and, subject to Subsection 7.1.3 below, as of the Closing, the following are true and correct:

7.1.2.1 CITY has the power, right and authority to enter into this Agreement and the instruments referenced herein and/or contemplated hereby, and to take all actions necessary to consummate Transaction Number 1 contemplated by this Agreement.

7.1.2.2 The person(s) executing this Agreement and the instruments referenced herein and/or contemplated hereby to be executed by CITY on behalf of CITY has/have the power, right, and actual authority to bind CITY to the terms and conditions of this Agreement;

7.1.2.3 The execution and delivery of this Agreement and the documents referenced herein to be executed by CITY, the incurrence of the obligations, the consummation of the transactions and the compliance with this Agreement and the documents referenced herein and/or contemplated hereby to be executed by CITY do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, partnership or joint venture agreement, lease or other agreement or instrument to which CITY is a party.

7.1.3 In the event that, after the date of this Agreement but prior to the Closing, any representation or warranty above in this Section 7.1 by a party (whether SCGC or CITY) shall become untrue, incorrect or incomplete, such party shall notify the other party (whether SCGC or CITY) prior to the occurrence of the Closing. In such event, the party receiving or entitled to receive the notice shall have the right to terminate this Agreement, but only in the event such change will, in such receiving party's reasonable discretion, materially and adversely affect the receiving party, including, with respect to CITY, CITY's ownership, occupancy, development, operation or use of the Property, but shall have no other rights or remedies, so long as the change was not or the facts or circumstances causing the change were not within the reasonable control of the party making the representation or warranty. In the event of a change in a representation or warranty of one party that, in the reasonable discretion of the

other party, will materially and adversely affect such other party and the change was or the facts or circumstances causing the change were within the reasonable control of the party making the representation or warranty, then (in addition to the right of termination) the party receiving or entitled to receive the notice shall be entitled to any and all other rights and remedies that are provided by, under or pursuant to this Agreement, law or equity, including without limitation the right to bring an action against the other party for damages or specific performance.

## 7.2 Transaction Number 2.

7.2.1. With regard to Transaction Number 2, CITY hereby represents and warrants to SCGC that, as of the date hereof and, subject to Subsection 7.2.3 below, as of the Closing, the following are true and correct:

7.2.1.1 CITY has not received and is not aware of any notification from the Department of Building and Safety, Health Department, or any other city, county, state or federal agency or authority having jurisdiction, (i) requiring any work to be done on or affecting the Swap Property or any part of it or (ii) regarding the environmental condition of the Swap Property.

7.2.1.2 CITY has not received notice from any person, entity, agency or authority and has no actual knowledge of any litigation, arbitration, action, suit, proceeding, claim or violation, whether pending or threatened, against CITY (that arise out of, result from or relate to the ownership, occupation, operation or use of the Swap Property) or the Swap Property or indicating an intent to condemn the Swap Property or any portion thereof (by an agency or authority other than CITY as described in the Recitals to this Agreement).

7.2.1.3 CITY has the power, right and authority to enter into this Agreement and the instruments referenced herein and/or contemplated hereby to be entered into by CITY, and to take all actions necessary to consummate Transaction Number 2 contemplated by this Agreement.

7.2.1.4 The execution and delivery of this Agreement and the documents referenced herein and/or contemplated hereby to be entered into by CITY, the incurrence of the obligations, the consummation of the transactions and the compliance with this Agreement and the documents referenced herein and/or contemplated hereby to be entered into by CITY do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, partnership or joint venture agreement, lease or other agreement or instrument to which CITY is a party or affecting the Swap Property.

7.2.1.5 The person(s) executing this Agreement and the instruments referenced herein to be entered into by CITY on behalf of CITY has/have the power, right, and actual authority to bind CITY to the terms and conditions of this Agreement;

7.2.1.6 No attachments, executions, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other similar proceedings are pending or threatened against CITY or which involve (or could involve) the Swap Property.

7.2.1.7 CITY has not entered into any other agreement for the sale or transfer of the Swap Property or any part of it, and there are no rights of first refusal or options to purchase the Swap Property.

7.2.1.8 There are no service or maintenance contracts or agreements (oral or written) which will affect the Swap Property subsequent to Closing.

7.2.1.9 CITY has provided to SCGC all environmental assessment reports in CITY's possession or otherwise reasonably available to CITY regarding the Swap Property, including any reports that are in draft form as of the date of this Agreement and any raw data or other information that has not been compiled in a report. Any such reports which were prepared by third party consultants and provided to SCGC by CITY have been delivered as an accommodation to SCGC and without any representation or warranty as to the sufficiency, accuracy, completeness and/or validity of such reports, all of which SCGC relies on at its own risk (except as otherwise expressly provided in this Agreement).

7.2.2 With regard to Transaction Number 2, SCGC hereby represents and warrants to CITY that, as of the date hereof and, subject to Subsection 7.2.3 below, as of the Closing, the following are true and correct:

7.2.2.1 SCGC has the power, right and authority to enter into this Agreement and the instruments referenced herein and/or contemplated hereby to be entered into by SCGC and to take all actions necessary to consummate Transaction Number 2 contemplated by this Agreement.

7.2.2.2 The person(s) executing this Agreement and the instruments referenced herein and/or contemplated hereby on behalf of SCGC has/have the power, right, and actual authority to bind SCGC to the terms and conditions of this Agreement;

7.2.2.3. The execution and delivery of this Agreement and the documents referenced herein, the incurrence of the obligations, the consummation of the transactions and the compliance with this Agreement and the documents referenced herein and/or contemplated hereby to be executed by SCGC do not conflict with or result in the material breach of any term or condition of or constitute a default under any bond, note or other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan, partnership or joint venture agreement, lease or other agreement or instrument to which SCGC is a party.

7.2.3 In the event that, after the date of this Agreement but prior to the Closing, any representation or warranty above in this Section 7.2 by a party (whether SCGC or CITY) shall become untrue, incorrect or incomplete, such party shall notify the other party (whether SCGC or CITY) prior to the occurrence of the Closing. In such event, the party receiving or entitled to receive the notice shall have the right to terminate this Agreement, but only in the event such change will, in such receiving party's reasonable discretion, materially and adversely affect the receiving party, including, with respect to SCGC, SCGC's ownership, occupancy, development, operation or use of the Swap Property, but shall have no other rights or remedies, so long as the change was not or the facts or circumstances causing the change were not within the reasonable control of the party making the representation or warranty. In the event of a change in a representation or warranty of one party that, in the reasonable discretion of the other party, will materially and adversely affect such other party and the change was or the facts or circumstances causing the change were within the reasonable control of the party making the representation or warranty, then (in addition to the right of termination) the party receiving or entitled to receive the notice shall be entitled to any and all other rights and remedies that are provided by, under or pursuant to this Agreement, law or equity, including without limitation the right to bring an action against the other party for damages or specific performance.

8. Proration of Taxes. Real property taxes, if any, shall be respectively prorated in accordance with Subsections 4.1.7 and 4.1.8 above as of the date of recordation of the Property Grant Deed and the Swap Property Grant Deed.

9. Assignment. Neither this Agreement nor any interest herein shall be assignable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Entire Agreement. This Agreement and any attachments hereto constitutes the entire agreement between CITY and SCGC regarding the Property and the Swap Property and supersedes all prior discussions, negotiations and agreements between CITY and SCGC, whether oral or written. Neither CITY nor SCGC shall be bound by any understanding, agreement,

promise, representation or stipulation concerning the Property or the Swap Property, express or implied, not specified in this Agreement.

10.1 An additional condition to the Closings is that each of the transactions contemplated by this Agreement shall close simultaneously.

11. Time of the Essence. Time is of the essence with respect to all of the terms, conditions and obligations set forth herein.

12. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered on the day hand delivered, or on the day after deposited with a reputable overnight courier marked for "next day" delivery, or on the date of delivery shown on the return receipt after deposit in U.S. Mail, certified or registered, postage prepaid return receipt requested. All other general correspondence may be transmitted by regular U.S. Mail or by facsimile. Notice shall be addressed as followed:

To CITY:                   City Manager & City Clerk  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Facsimile No.: (760) 323-8204  
Telephone No.: (760) 323-8332

With a copy to:       City Attorney  
c/o Woodruff, Spradlin & Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626  
Facsimile No.: (714) 835-7787  
Telephone No.: (714) 558-7000

To SCGC:               Southern California Gas Company  
8101 Rosemead Boulevard, SC722K  
Pico Rivera, California 90660-5100  
Attn: Land and Right of Way Department

With a copy to:       Southern California Gas Company  
555 W. Fifth Street, 14<sup>th</sup> Floor  
Los Angeles, California 90013  
Attn: Commercial Law Department

13. Brokers. CITY and SCGC each represent and warrant to and for the benefit of the other that they have had no dealings with any person, firm,

broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated herein and no broker, agent or other person, firm or entity is entitled to any commission or finder's fee in connection with these transactions as the result of any dealings or acts of such party. CITY and SCGC agree to indemnify, defend and hold the other harmless from any an all claims relating to or resulting from its breach of the warranties, representations and covenants made by it in this section.

14. Governing Laws. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Required Actions. CITY and SCGC each agree to and shall execute any and all instruments and documents and take any and all actions necessary to consummate the transactions contemplated by this Agreement and use its commercially reasonable efforts to accomplish the Closings in accordance with this Agreement.

16. Covenants.

16.1 SCGC covenants and agrees that, from and after the date of execution of this Agreement through and including the Closing Date, it shall not permit the Property to be transferred except as expressly provided in or contemplated by this Agreement, and it shall not subject the Property to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters.

16.2 CITY covenants and agrees that, from and after the later of the date of execution of this Agreement or the date that CITY obtains title to the Swap Property through and including the Closing Date, it shall not permit the Swap Property to be transferred except as expressly provided in or contemplated by this Agreement, and it shall not subject the Swap Property to any liens, encumbrances, covenants, conditions, restrictions, easements, rights of way or similar matters.

17. Miscellaneous.

17.1 If any term, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each remaining term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law unless any of the stated purposes of this Agreement will be defeated thereby.

17.2 No waiver of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that same of any other term, covenant or condition.

17.3 Subject to the terms of Article 9 above, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

17.4 Headings at the beginning of any Article, Section, Subsection or provision are solely for the convenience of the parties and are not a part of this Agreement. Whenever the context requires, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

17.5 Except as otherwise expressly set forth herein, nothing in this Agreement is intended to confer on any person or entity who is not a party to this Agreement any rights or remedies.

17.6 Any amendments to this Agreement are effective only if made in writing and executed by CITY and SCGC.

17.7 This Agreement shall not be construed as if it was prepared by any one party, but rather as if both parties had prepared the same.

18. Rights and Remedies. Consistent with and subject to Subsections 7.1.3 and 7.2.3 above, in the event of a material breach, default or failure to perform by one party, then (except as limited by Subsections 7.1.3 and 7.2.3) the other party shall have all rights and remedies as are provided by this Agreement, law or equity, including without limitation the right to bring action for damages or specific performance.

19. Attorneys' Fees. In the event of any action or proceeding brought by either party against the other arising out of, resulting from, relating to or under this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees, costs and disbursements.

[Signatures on following page/s]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first stated above.

**CITY:**

CITY OF PALM SPRINGS,  
a California charter City and municipal corporation

By: \_\_\_\_\_  
David H. Ready  
City Manager

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
James Thompson  
City Clerk

Dated: \_\_\_\_\_

Approved as to form by:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Douglas C. Holland, Esq.  
City Attorney

**SCGC:**

SOUTHERN CALIFORNIA GAS COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AGREEMENT AND ACCEPTANCE BY ESCROW HOLDER**

The undersigned, Lawyers Title, acting as Escrow Holder under and/or pursuant to this Agreement, accepts, acknowledges and agrees to the same.

**Escrow Holder:**

LAWYERS TITLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Fee Acquisition  
APN 669-060-010**

EXHIBIT "A"  
FEE ACQUISITION  
APN 669-060-010

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 00°19'24" EAST 593.74 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 50.08 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG SAID WESTERLY LINE SOUTH 00°19'24" WEST 72.00 FEET;
2. THENCE LEAVING SAID WESTERLY LINE PARALLEL WITH SAID SOUTHERLY LINE NORTH 86°28'57" WEST 6.01 FEET;
3. THENCE LEAVING SAID PARALLEL LINE NORTH 00°19'10" EAST 72.00 FEET TO SAID SOUTHERLY LINE;
4. THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°28'57" EAST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 432 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

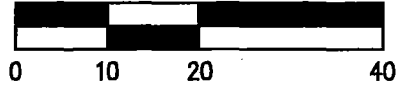
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A. Havener 7-01-2016  
MICHAEL A. HAVENER DATE  
PLS 7354



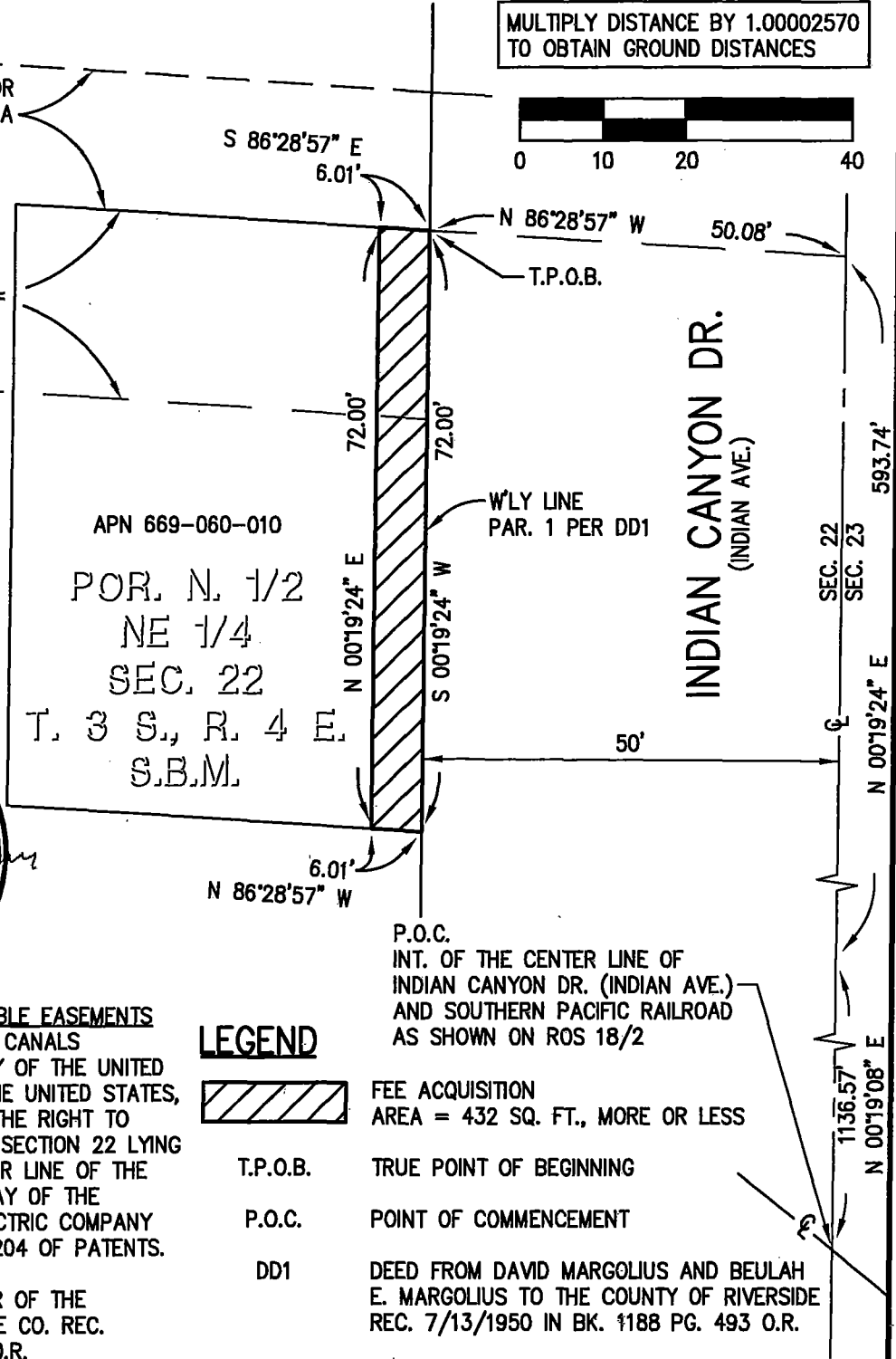
# EXHIBIT "A"

MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 5/10/1947 IN  
BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 12/15/1952 IN  
BK. 1424, PG. 279 O.R.



APN 669-060-010 NON-PLOTTABLE EASEMENTS  
RIGHT-OF-WAY FOR DITCHES OR CANALS  
CONSTRUCTED BY THE AUTHORITY OF THE UNITED  
STATES AND RESERVING UNTO THE UNITED STATES,  
IT'S PERMITTEES OR LICENSEES, THE RIGHT TO  
OCCUPY AND USE ANY PART OF SECTION 22 LYING  
WITHIN FIFTY FEET OF THE CENTER LINE OF THE  
TRANSMISSION LINE RIGHT-OF-WAY OF THE  
COACHELLA VALLEY ICE AND ELECTRIC COMPANY  
REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE  
SOUTHERN CALIFORNIA TELEPHONE CO. REC.  
7/10/1933 IN BK. 131, PG. 119 O.R.

## LEGEND

- FEE ACQUISITION  
AREA = 432 SQ. FT., MORE OR LESS
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DD1 DEED FROM DAVID MARGOLIUS AND BEULAH  
E. MARGOLIUS TO THE COUNTY OF RIVERSIDE  
REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 20'
DRAWN BY: KA	DATE: 4-17-15		DOC. NO.
CHECKED BY: MH	DATE: 7-01-16	INDIAN CANYON DRIVE WIDENING APN 669-060-010 SOUTHERN CALIFORNIA GAS COMPANY	DWG. NO.
APPROVED BY:	DATE:		

**EXHIBIT B**  
**Temporary Construction Easement**  
**APN 669-060-010**

EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT  
APN 669-060-010

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH  $00^{\circ}19'08''$  EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID CENTER LINE NORTH  $00^{\circ}19'24''$  EAST 593.74 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH  $86^{\circ}28'57''$  WEST 56.09 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH, AND 6.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF, THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT HEREIN DESIGNATED AS POINT "A", SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG SAID PARALLEL LINE SOUTH  $00^{\circ}19'24''$  WEST 72.00 FEET;
2. THENCE LEAVING SAID PARALLEL LINE PARALLEL WITH SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY NORTH  $86^{\circ}28'57''$  WEST 49.94 FEET;
3. THENCE LEAVING SAID PARALLEL LINE NORTH  $00^{\circ}19'10''$  EAST 72.00 FEET TO SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY;
4. THENCE ALONG SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY SOUTH  $86^{\circ}28'57''$  EAST 49.95 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM;

THAT PORTION DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID POINT "A"; THENCE SOUTH  $17^{\circ}44'33''$  WEST 16.70 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE SOUTH  $00^{\circ}19'24''$  WEST 44.98 FEET;
2. THENCE NORTH  $85^{\circ}03'05''$  WEST 40.00 FEET;
3. THENCE NORTH  $00^{\circ}19'10''$  EAST 44.78 FEET;
4. THENCE SOUTH  $85^{\circ}20'35''$  EAST 39.98 FEET TO THE **TRUE POINT OF BEGINNING**.

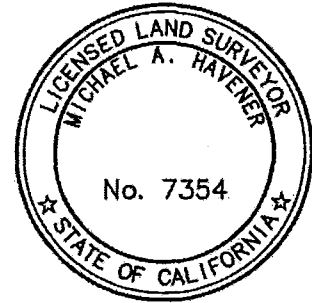
EXHIBIT "B"  
TEMPORARY CONSTRUCTION EASEMENT  
APN 669-060-010

AREA = 1,801 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

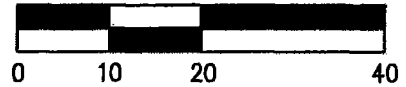
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE  
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY  
DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A Havener 5-17-2016  
MICHAEL A. HAVENER DATE  
PLS 7354



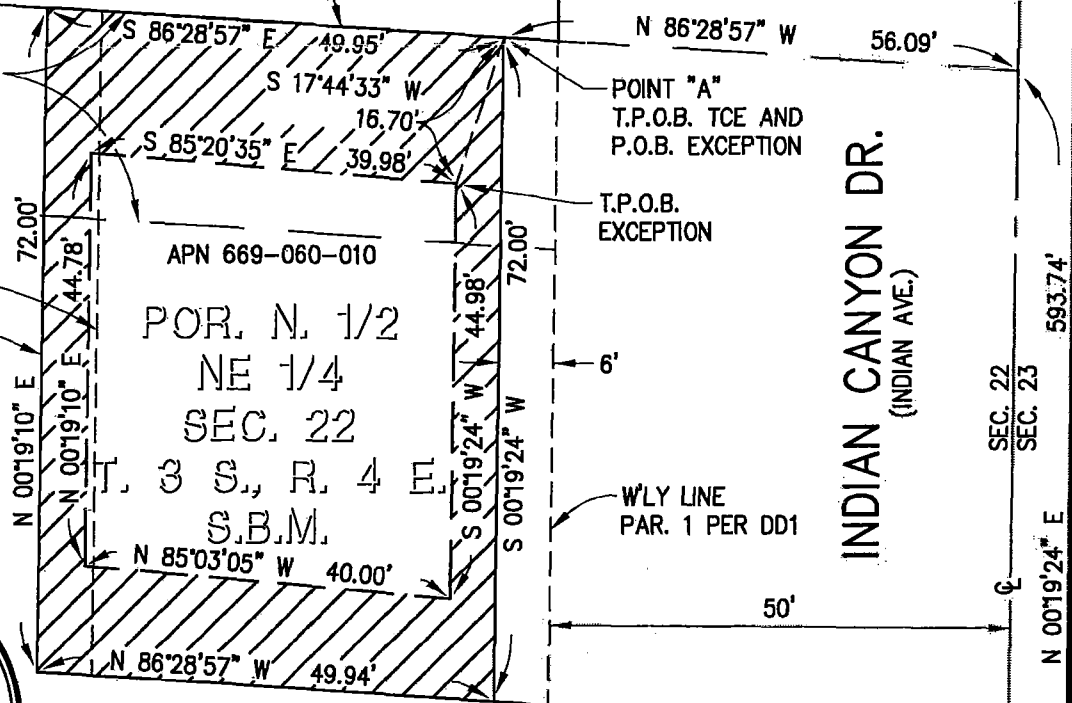
# EXHIBIT "B"

MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES

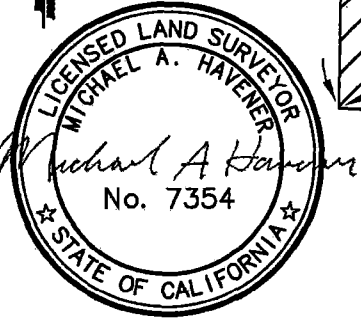


A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 5/10/1947 IN  
BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN  
FAVOR OF THE SOUTHERN  
CALIFORNIA GAS CO. REC.  
12/15/1952 IN BK. 1424,  
PG. 279 O.R.



EXISTING P/L  
NEW P/L



INDIAN CANYON DR.  
(INDIAN AVE.)

P.O.C.  
INT. OF THE CENTER LINE OF  
INDIAN CANYON DR. (INDIAN AVE.)  
AND SOUTHERN PACIFIC RAILROAD  
AS SHOWN ON ROS 18/2

## LEGEND

- TEMPORARY CONSTRUCTION EASEMENT (TCE)  
AREA = 1,801 SQ. FT., MORE OR LESS
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P/L PROPERTY LINE
- DD1 DEED FROM DAVID MARGOLIUS AND BEULAH  
E. MARGOLIUS TO THE COUNTY OF RIVERSIDE  
REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.

APN 669-060-010 NON-PLOTTABLE EASEMENTS  
RIGHT-OF-WAY FOR DITCHES OR CANALS  
CONSTRUCTED BY THE AUTHORITY OF THE UNITED  
STATES AND RESERVING UNTO THE UNITED STATES,  
IT'S PERMITTEES OR LICENSEES, THE RIGHT TO  
OCCUPY AND USE ANY PART OF SECTION 22 LYING  
WITHIN FIFTY FEET OF THE CENTER LINE OF THE  
TRANSMISSION LINE RIGHT-OF-WAY OF THE  
COACHELLA VALLEY ICE AND ELECTRIC COMPANY  
REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE  
SOUTHERN CALIFORNIA TELEPHONE CO. REC.  
7/10/1933 IN BK. 131, PG. 119 O.R.

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE
DRAWN BY: KA	DATE: 5-13-16		1" = 20'
CHECKED BY: MH	DATE: 5-17-16		DOC. NO.
APPROVED BY:	DATE:		DWG. NO.
		INDIAN CANYON DRIVE WIDENING APN 669-060-010 SOUTHERN CALIFORNIA GAS COMPANY	



**EXHIBIT C**

**Fee Acquisition  
APN 669-060-026**

EXHIBIT "C"  
FEE ACQUISITION  
APN 669-060-026

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, THENCE ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST (RECORD NORTH 85°29'05" WEST) 50.00 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID SOUTHERLY LINE PARALLEL WITH THE EAST LINE OF SAID NORTH HALF SOUTH 0°19'24" WEST 72.00 FEET;
2. THENCE PARALLEL WITH SAID SOUTHERLY LINE NORTH 86°28'57" WEST 6.01 FEET;
3. THENCE PARALLEL WITH THE EAST LINE OF SAID NORTH HALF NORTH 0°19'24" EAST 72.00 FEET TO SAID SOUTHERLY LINE;
4. THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°28'57" EAST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 432 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE

*Michael A. Havener*

MICHAEL A. HAVENER  
PLS 7354

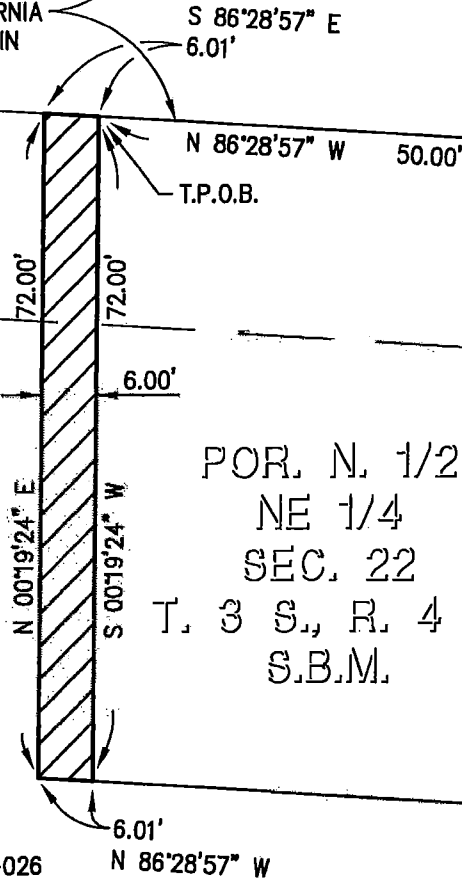
12-14-2015  
DATE



# EXHIBIT "C"

A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 5/10/1947 IN BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 12/15/1952 IN BK. 1424, PG. 279 O.R.

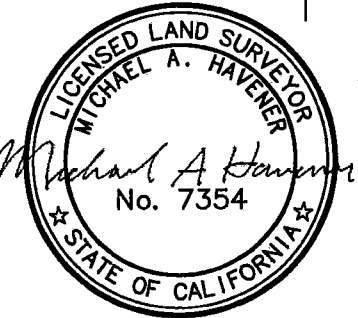


POR. N. 1/2  
NE 1/4  
SEC. 22  
T. 3 S., R. 4 E.  
S.B.M.

INDIAN CANYON DR.  
(INDIAN AVE.)

SEC. 22  
SEC. 23

APN 669-060-026



## LEGEND



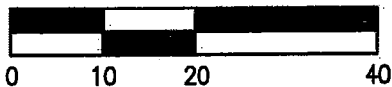
FEE ACQUISITION  
AREA = 432 SQ. FT., MORE OR LESS

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

DD1 DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.

MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 20'
DRAWN BY: KA	DATE: 12-14-15		INDIAN CANYON DRIVE WIDENING APN 669-060-026
CHECKED BY: MH	DATE: 12-14-15	THE ROBERT WILSON MINER TRUST DATED 4/13/1998	DWG. NO.
APPROVED BY:	DATE:		

**EXHIBIT D**

**Southern California Gas Co. Access Easement  
APN 669-060-026**

EXHIBIT "D"  
SOUTHERN CALIFORNIA GAS CO. ACCESS EASEMENT  
APN 669-060-026

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF NORTH 89°22'22" WEST 50.00 FEET TO THE WESTERLY LINE OF INDIAN CANYON DRIVE (INDIAN AVENUE) AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID WESTERLY LINE NORTH 00°19'24" EAST 596.27 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE LEAVING SAID WESTERLY LINE ALONG SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY NORTH 86°28'57" WEST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 50.00 FEET;
2. THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°19'10" EAST 16.53 FEET TO THE NORTHERLY LINE OF THAT CERTAIN RIGHT OF WAY;
3. THENCE ALONG SAID NORTHERLY LINE SOUTH 86°28'57" EAST 50.00 FEET;
4. THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°19'24" WEST 16.53 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 825 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

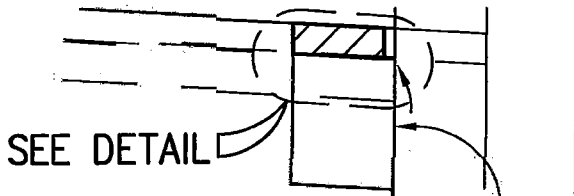
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

EXHIBIT "D"  
SOUTHERN CALIFORNIA GAS CO. ACCESS EASEMENT  
APN 669-060-026

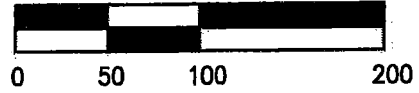
SIGNATURE Michael A Havener 6-10-2016  
MICHAEL A. HAVENER DATE  
PLS 7354



# EXHIBIT "D"



MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



## EASEMENT LEGEND

- E1 A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 5/10/1947 IN BK. 825, PG. 555 O.R.
- E2 A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 12/15/1952 IN BK. 1424, PG. 279 O.R.

## APN 669-060-026 NON-PLOTTABLE EASEMENTS

RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND RESERVING UNTO THE UNITED STATES, IT'S PERMITTEES OR LICENSEES, THE RIGHT TO OCCUPY AND USE ANY PART OF SECTION 22 LYING WITHIN FIFTY FEET OF THE CENTER LINE OF THE TRANSMISSION LINE RIGHT-OF-WAY OF THE COACHELLA VALLEY ICE AND ELECTRIC COMPANY REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS. A POLE LINE EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA TELEPHONE CO. REC. 7/10/1933 IN BK. 131, PG. 119 O.R. A RIGHT OF ACCESS AND TO INSTALL UTILITIES IN FAVOR OF SMSA LIMITED PARTNERSHIP REC. 7/08/2003 AS INST. NO. 2003-506376 O.R. A PERMANENT TELECOMMUNICATIONS EASEMENT IN FAVOR OF VARIOUS REC. 8/29/2013 AS DOC. NO. 2013-0423943 O.R.

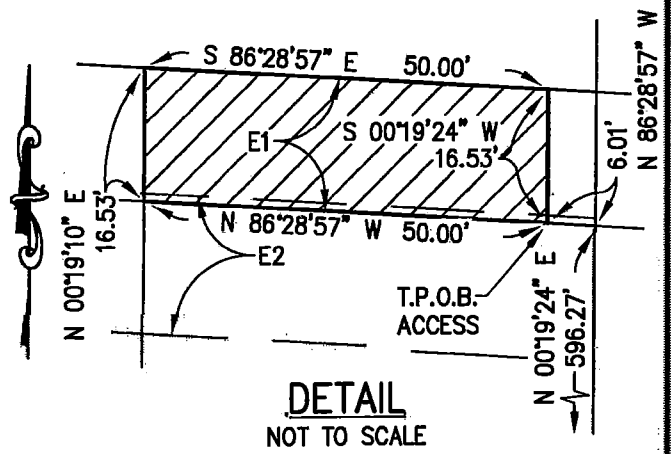
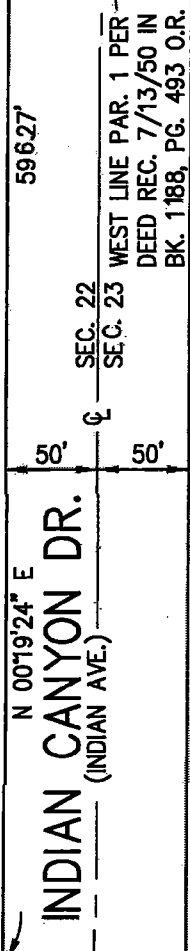
APN 669-060-026

POR. N. 1/2  
NE 1/4  
SEC. 22

T. 3 S., R. 4 E.



P.O.C.  
INT. OF THE CENTER LINE OF  
INDIAN CANYON DR. (INDIAN AVE.)  
AND SOUTHERN PACIFIC RAILROAD  
AS SHOWN ON ROS 18/2



## LEGEND

SO CAL GAS ACCESS EASEMENT (ACCESS)  
AREA = 825 SQ. FT., MORE OR LESS

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 100'
DRAWN BY: KA	DATE: 5-20-16		INDIAN CANYON DRIVE WIDENING APN 669-060-026
CHECKED BY: MH	DATE: 6-10-16	THE ROBERT WILSON MINER TRUST DATED 4/13/1998	DWG. NO.
APPROVED BY:	DATE:		

**EXHIBIT E**

**Grant Deed  
(Indian Canyon Drive)**



# EXHIBIT "E"

**RECORDING REQUESTED BY**  
City of Palm Springs

**WHEN RECORDED RETURN TO:**

City Clerk  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Exempt from recording fees under Government Code §6103

**GRANT DEED  
(INDIAN CANYON DRIVE)**

**APN #669-060-010**

For a valuable consideration, receipt of which is hereby acknowledged, **Southern California Gas Company, a California corporation**, (hereinafter "**Grantor**"), hereby GRANTS to the **CITY OF PALM SPRINGS, a California charter city and municipal corporation**, (hereinafter "**Grantee**"), all rights, title and interest in the following described property for streets, highways, sanitary sewer lines, domestic water lines, public utilities, and other appurtenant uses, together with the right to construct, maintain, repair, operate, use, dedicate or declare the same for public use, in, on, under, over and across the real property in the City of Palm Springs, Riverside County, California, more particularly described on **Exhibit "A"** and shown on **Exhibit "B"** attached hereto and incorporated herein by this reference.

Dated: \_\_\_\_\_

**GRANTOR:**  
**Southern California Gas Company,**  
**a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name, Title of Officer  
personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.  
Witness my hand and official seal.  
\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT:  
Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT "A"  
FEE ACQUISITION  
APN 669-060-010

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 00°19'24" EAST 593.74 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 50.08 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG SAID WESTERLY LINE SOUTH 00°19'24" WEST 72.00 FEET;
2. THENCE LEAVING SAID WESTERLY LINE PARALLEL WITH SAID SOUTHERLY LINE NORTH 86°28'57" WEST 6.01 FEET;
3. THENCE LEAVING SAID PARALLEL LINE NORTH 00°19'10" EAST 72.00 FEET TO SAID SOUTHERLY LINE;
4. THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°28'57" EAST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 432 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

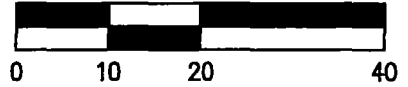
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A. Havener 7-01-2016  
MICHAEL A. HAVENER DATE  
PLS 7354



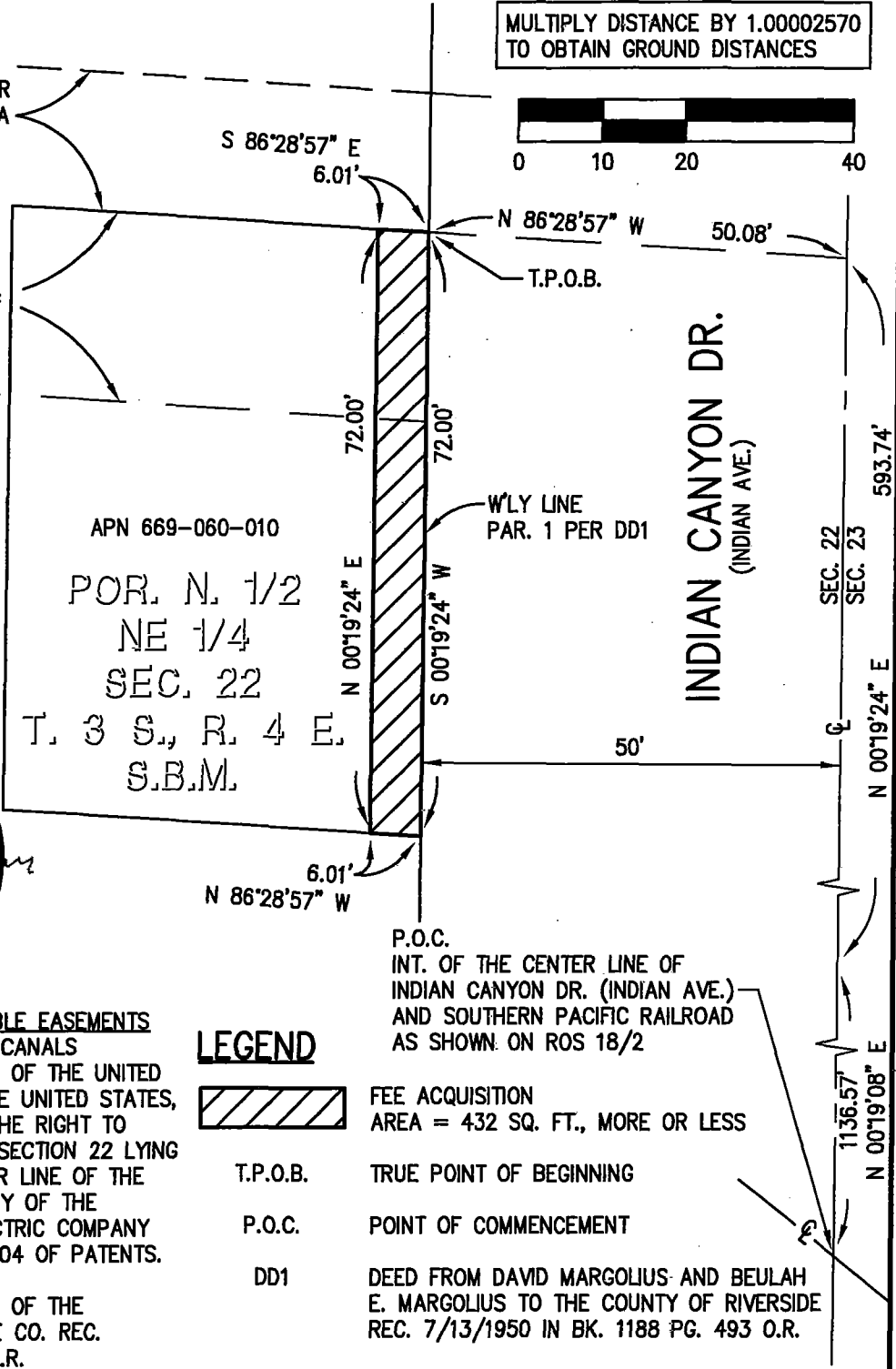
# EXHIBIT "B"

MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 5/10/1947 IN  
BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 12/15/1952 IN  
BK. 1424, PG. 279 O.R.



**APN 669-060-010 NON-PLOTTABLE EASEMENTS**  
RIGHT-OF-WAY FOR DITCHES OR CANALS  
CONSTRUCTED BY THE AUTHORITY OF THE UNITED  
STATES AND RESERVING INTO THE UNITED STATES,  
IT'S PERMITTEES OR LICENSEES, THE RIGHT TO  
OCCUPY AND USE ANY PART OF SECTION 22 LYING  
WITHIN FIFTY FEET OF THE CENTER LINE OF THE  
TRANSMISSION LINE RIGHT-OF-WAY OF THE  
COACHELLA VALLEY ICE AND ELECTRIC COMPANY  
REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE  
SOUTHERN CALIFORNIA TELEPHONE CO. REC.  
7/10/1933 IN BK. 131, PG. 119 O.R.

## LEGEND



FEE ACQUISITION  
AREA = 432 SQ. FT., MORE OR LESS

T.P.O.B.

TRUE POINT OF BEGINNING

P.O.C.

POINT OF COMMENCEMENT

DD1

DEED FROM DAVID MARGOLIUS AND BEULAH  
E. MARGOLIUS TO THE COUNTY OF RIVERSIDE  
REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE
DRAWN BY: KA	DATE: 4-17-15		1" = 20'
CHECKED BY: MH	DATE: 7-01-16	INDIAN CANYON DRIVE WIDENING APN 669-060-010 SOUTHERN CALIFORNIA GAS COMPANY	DOC. NO.
APPROVED BY:	DATE:		DWG. NO.

**EXHIBIT F**

**Temporary Construction Easement**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

James Thompson  
City Clerk  
CITY OF PALM SPRINGS  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262

Exempt from recording charges  
under Government Code § 6103

(Space above this line reserved for Recorder's use)

PROJECT: Indian Canyon Drive Widening and Bridge  
Replacement @ UPRR  
Federal Project No. BRLO-5282 (017)  
City Project No. 01-11  
APNs: 669-060-010

### TEMPORARY CONSTRUCTION EASEMENT

For a valuable consideration receipt of which is hereby acknowledged, **Southern California Gas Company, a California corporation ("Grantor")** hereby grants unto **City of Palm Springs, a California charter city and municipal corporation**, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, ("**City**" and/or "**Grantee**"), its successors and assigns, the non-exclusive right, on a temporary basis, to enter and utilize certain real property in the City of Palm Springs, County of Riverside, State of California described in **Exhibit "A"** and depicted in **Exhibit "B"**, attached hereto and made part hereof (the "**Property**"), subject to and in accordance with the following:

1. Purpose. This TEMPORARY CONSTRUCTION EASEMENT is solely for the purpose of constructing the **Indian Canyon Drive Widening and Bridge Replacement @ UPRR, Federal Project No. BRLO-5282 (017), City Project No. 01-11**, a public project (the "**Project**"), and gives City, its successors and assigns, including City's contractor(s), the power to perform all activities reasonably necessary for the construction of the "Reconfiguration Improvements" as defined in that certain Agreement for the Purchase, Sale and Exchange of Real Property and Joint Escrow Instructions between Grantor and Grantee dated approximately concurrently herewith (the "Purchase Agreement").
2. Term. The right of possession and use of the Easement Area by the Grantee shall commence on July 1, 2017 or the date of recordation hereof with the Riverside County Recorder's Office, whichever occurs first, and shall expire on July 1, 2022 ("Expiration Date"). Upon the Expiration Date, the Temporary Construction Easement granted herein shall be automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor and shall no longer represent any title interest of or to Grantor's Property. Immediately following the Expiration Date, City shall execute a quitclaim deed confirming such termination.

3. Use.

(a) This Temporary Construction Easement shall include the right and privilege of Grantee and its employees, agents, representatives, contractors, subcontractors and workmen ("Grantee Parties") to perform all activities as may be reasonably necessary to facilitate the purposes of the Temporary Construction Easement, in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project.

(b) Grantee understands and acknowledges that all or a portion of the Temporary Construction Easement area is within Grantor's secured operating facility and that all Reconfiguration Improvements (i) within or affecting the secured or fenced area shall be coordinated in advance with Grantor and subject to Grantor's reasonable rules and restrictions regarding dates and times of access, safety, security and operations, and (ii) shall be subject to the terms and provisions of Section 3.5 of the Purchase Agreement.

(b) Notwithstanding anything in this agreement to the contrary, Grantor retains the right to use the Temporary Construction Easement area for any purpose which does not unreasonably interfere with Grantee's exercise of the Temporary Construction Easement.

(c) At all times during the term of this agreement, Grantee shall conduct all activities in respect of the Temporary Construction Easement and the Property in a manner designed to not unreasonably interfere with the activities of Grantor on and around the Property.

(d) Grantee shall not cause or permit any activity to occur in respect of the Temporary Construction Easement or the Property that constitutes waste or public or private nuisance or any explosive or highly flammable substances or materials to be stored, released, generated, placed, handled or used within the Property.

(e) Grantee shall obtain all permits and approvals required by all federal, state, county, municipal or other local governmental authorities, bureaus or agencies in connection with any activity conducted by Grantee hereunder (collectively, the "**Permits and Approvals**"). At all times during the term of this agreement, Grantee shall comply with (i) the terms and conditions of all Permits and Approvals, and (ii) all federal, state, county, municipal and other local laws, statutes, codes, ordinances, rules, regulations, directives, policies, decisions, guidelines and orders now or hereafter applicable to Grantor, the Property or the permitted purpose(s) of this agreement.

(f) Grantee shall keep the Property free from and shall promptly discharge any liens arising from any work performed, material furnished, obligations incurred or any other thing done or permitted by Grantee in respect of the Temporary Construction Easement or the Property.

4. Surrender Condition. At the expiration or termination of the Temporary Construction Easement, Grantee shall restore the Temporary Construction Easement Area to a condition as near as practicable to the condition that existed immediately prior to Grantee's operations; provided, however, that Grantee's restoration obligations shall not apply with respect to the Reconfiguration Improvements and reasonable wear and tear or

any changed condition or circumstance not resulting from Grantee's operations, including, without limitation, Grantor's negligence or greater fault. Additionally, Grantee shall not be required to restore any improvements for which the Grantor has been paid.

5. Notice. Any notice to be given or other document or documents to be delivered under this agreement may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to Grantee, to:

Attn: City Clerk  
City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Facsimile No.: (760) 322-8332  
Telephone No.: (760) 323-8204

If to Grantor, to:

Southern California Gas Company  
8101 Rosemead Boulevard, SC722K  
Pico Rivera, California 90660-5100  
Attn: Land and Right of Way Department

With a copy to:

Southern California Gas Company  
555 W. Fifth Street, 14<sup>th</sup> Floor  
Los Angeles, California 90013  
Attn: Commercial Law Department

6. Indemnification. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of Grantee or any of the Grantee Parties, pursuant to this agreement or otherwise; provided, however, that the foregoing shall not apply to any Claims arising from the sole negligence or intentional misconduct of Grantor.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



This TEMPORARY CONSTRUCTION EASEMENT is executed as of the \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

Southern California Gas Company,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY:**

CITY OF PALM SPRINGS,  
a California charter City and municipal corporation

By: \_\_\_\_\_  
David H. Ready  
City Manager

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
James Thompson  
City Clerk

Dated: \_\_\_\_\_

Approved as to form by:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Douglas C. Holland, Esq.  
City Attorney

## ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name, Title of Officer

personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE      Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT      Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT:  
Signer(s) Other Than Named Above \_\_\_\_\_

**Exhibit "A"**

**LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA**

TEMPORARY CONSTRUCTION EASEMENT  
APN 669-060-010

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID CENTER LINE NORTH 00°19'24" EAST 593.74 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 56.09 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH, AND 6.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF, THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID POINT HEREIN DESIGNATED AS POINT "A", SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**;

1. THENCE ALONG SAID PARALLEL LINE SOUTH 00°19'24" WEST 72.00 FEET;
2. THENCE LEAVING SAID PARALLEL LINE PARALLEL WITH SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY NORTH 86°28'57" WEST 49.94 FEET;
3. THENCE LEAVING SAID PARALLEL LINE NORTH 00°19'10" EAST 72.00 FEET TO SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY;
4. THENCE ALONG SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY SOUTH 86°28'57" EAST 49.95 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM;

THAT PORTION DESCRIBED AS FOLLOWS:

**BEGINNING** AT SAID POINT "A"; THENCE SOUTH 17°44'33" WEST 16.70 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE SOUTH 00°19'24" WEST 44.98 FEET;
2. THENCE NORTH 85°03'05" WEST 40.00 FEET;
3. THENCE NORTH 00°19'10" EAST 44.78 FEET;
4. THENCE SOUTH 85°20'35" EAST 39.98 FEET TO THE **TRUE POINT OF BEGINNING**.

TEMPORARY CONSTRUCTION EASEMENT  
APN 669-060-010

AREA = 1,801 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE  
BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY  
DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE Michael A Havener 5-17-2016  
MICHAEL A. HAVENER DATE  
PLS 7354

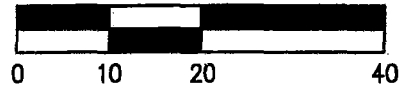


**Exhibit "B"**

**DEPICTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA**

# EXHIBIT "B"

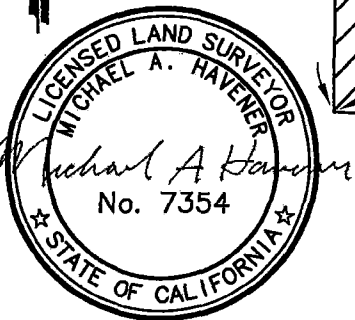
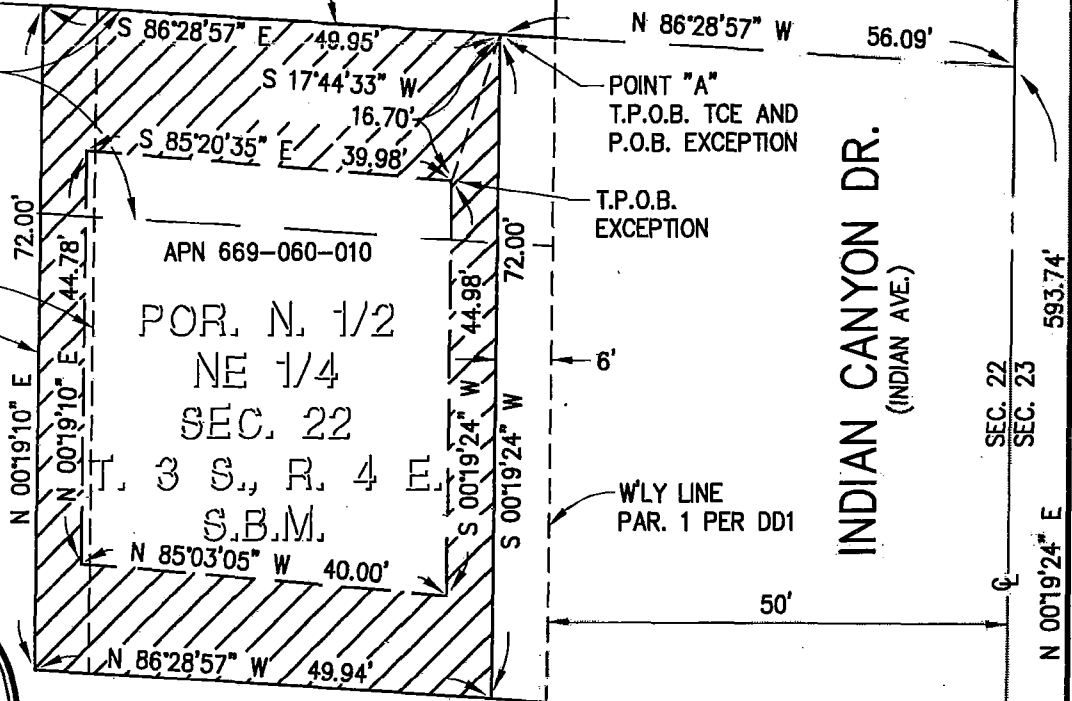
MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



A UTILITY EASEMENT IN FAVOR  
OF THE SOUTHERN CALIFORNIA  
GAS CO. REC. 5/10/1947 IN  
BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN  
FAVOR OF THE SOUTHERN  
CALIFORNIA GAS CO. REC.  
12/15/1952 IN BK. 1424,  
PG. 279 O.R.

EXISTING P/L  
NEW P/L



**APN 669-060-010 NON-PLOTTABLE EASEMENTS**  
RIGHT-OF-WAY FOR DITCHES OR CANALS  
CONSTRUCTED BY THE AUTHORITY OF THE UNITED  
STATES AND RESERVING UNTO THE UNITED STATES,  
IT'S PERMITTEES OR LICENSEES, THE RIGHT TO  
OCCUPY AND USE ANY PART OF SECTION 22 LYING  
WITHIN FIFTY FEET OF THE CENTER LINE OF THE  
TRANSMISSION LINE RIGHT-OF-WAY OF THE  
COACHELLA VALLEY ICE AND ELECTRIC COMPANY  
REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.

A POLE LINE EASEMENT IN FAVOR OF THE  
SOUTHERN CALIFORNIA TELEPHONE CO. REC.  
7/10/1933 IN BK. 131, PG. 119 O.R.

## LEGEND



- TEMPORARY CONSTRUCTION EASEMENT (TCE)  
AREA = 1,801 SQ. FT., MORE OR LESS
- T.P.O.B. TRUE POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P/L PROPERTY LINE
- DD1 DEED FROM DAVID MARGOLIUS AND BEULAH  
E. MARGOLIUS TO THE COUNTY OF RIVERSIDE  
REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 20'
DRAWN BY: KA	DATE: 5-13-16		DOC. NO.
CHECKED BY: MH	DATE: 5-17-16	INDIAN CANYON DRIVE WIDENING APN 669-060-010 SOUTHERN CALIFORNIA GAS COMPANY	DWG. NO.
APPROVED BY:	DATE:		

**EXHIBIT G**

**Certificate of Acceptance**



# City of Palm Springs

Office of the City Clerk

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262

Tel: 760.323.8204 • Fax: 760.322.8332 • TDD 760.864.9527 • www.palmspringsca.gov

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by

GRANT OF RIGHT-OF-WAY - XXXX

Dated: \_\_\_\_\_, 20\_\_

from,

XXXXXXXXXXXXXXXXXXXXXX

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to authority granted by the City Council of said City, by Resolution No. \_\_\_\_\_ made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



\_\_\_\_\_  
KATHLEEN D. HART, MMC  
Interim City Clerk

**EXHIBIT H**

**Certificate of Acceptance**

# City of Palm Springs

Office of the City Clerk

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262

Tel: 760.323.8204 • Fax: 760.322.8332 • TDD 760.864.9527 • www.palmspringsca.gov

## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by

GRANT OF RIGHT-OF-WAY - XXXX

Dated: \_\_\_\_\_, 20\_\_

from,

XXXXXXXXXXXXXXXXXXXX

Grantor, to the City of Palm Springs, a municipal corporation and charter city, Grantee, is hereby accepted by the City Clerk of said City of Palm Springs, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to authority granted by the City Council of said City, by Resolution No. \_\_\_\_\_ made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and the Grantee consents to recordation thereof by the City Clerk, its duly authorized officer.

Dated at Palm Springs, California, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



---

KATHLEEN D. HART, MMC  
Interim City Clerk

**EXHIBIT I**

**Grant Deed**

# EXHIBIT "I"

RECORDING REQUESTED BY  
City of Palm Springs

WHEN RECORDED RETURN TO:

Southern California Gas Company  
8101 Rosemead Blvd, SC722K  
Pico Rivera, CA 90060-5100  
Attn.: Land & Right of Way

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Exempt from recording fees under Government Code §6103

## GRANT DEED

APN #669-060-026

For a valuable consideration, receipt of which is hereby acknowledged, **CITY OF PALM SPRINGS**, a California charter city and municipal corporation, (hereinafter "Grantor"), hereby GRANTS to the **SOUTHERN CALIFORNIA GAS COMPANY**, a California corporation, (hereinafter "Grantee"), the following described real property in the City of Palm Springs, County of Riverside, State of California:

SEE LEGAL DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO  
AND PLAT IN EXHIBIT "B" ATTACHED HERETO

Dated: \_\_\_\_\_

GRANTOR:

CITY OF PALM SPRINGS, a California  
charter city and municipal corporation,

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Douglas C. Holland, Esq.,  
City Attorney

By: \_\_\_\_\_  
David H. Ready, City Manager

ATTEST:

By: \_\_\_\_\_  
James Thompson, City Clerk

**ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Name, Title of Officer  
personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State identified herein, that the foregoing paragraph is true and correct.  
Witness my hand and official seal.  
\_\_\_\_\_  
Signature of Notary

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE Title or Type of Document \_\_\_\_\_  
MUST BE ATTACHED  
TO THE DOCUMENT Number of Pages \_\_\_\_\_ DATE of DOCUMENT \_\_\_\_\_  
DESCRIBED AT RIGHT:  
Signer(s) Other Than Named Above \_\_\_\_\_

EXHIBIT "A"  
FEE ACQUISITION  
APN 669-060-026

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY, THENCE ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST (RECORD NORTH 85°29'05" WEST) 50.00 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE LEAVING SAID SOUTHERLY LINE PARALLEL WITH THE EAST LINE OF SAID NORTH HALF SOUTH 0°19'24" WEST 72.00 FEET;
2. THENCE PARALLEL WITH SAID SOUTHERLY LINE NORTH 86°28'57" WEST 6.01 FEET;
3. THENCE PARALLEL WITH THE EAST LINE OF SAID NORTH HALF NORTH 0°19'24" EAST 72.00 FEET TO SAID SOUTHERLY LINE;
4. THENCE ALONG SAID SOUTHERLY LINE SOUTH 86°28'57" EAST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 432 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

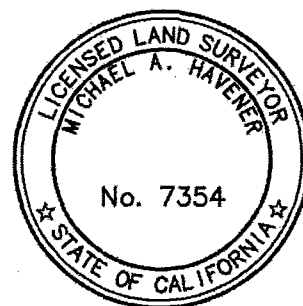
THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

SIGNATURE

*Michael A. Havener*

MICHAEL A. HAVENER  
PLS 7354

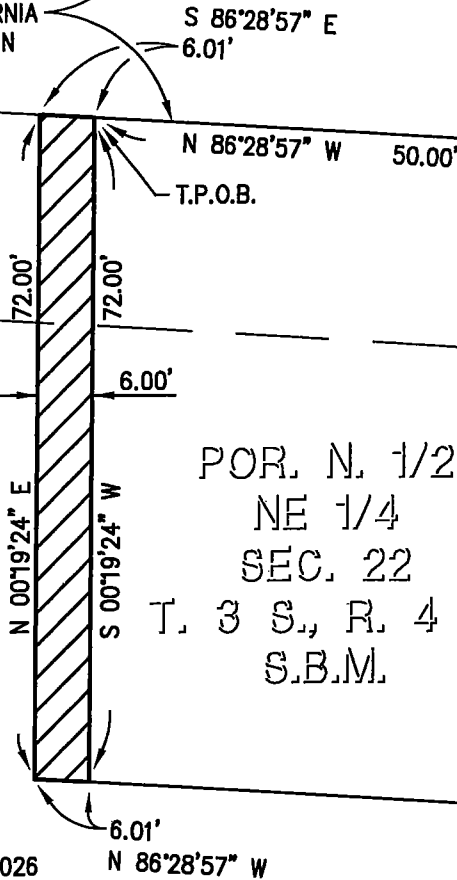
12-14-2015  
DATE



# EXHIBIT "B"

A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 5/10/1947 IN BK. 825, PG. 555 O.R.

A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 12/15/1952 IN BK. 1424, PG. 279 O.R.



POR. N. 1/2  
NE 1/4  
SEC. 22  
T. 3 S., R. 4 E.  
S.B.M.

INDIAN CANYON DR.  
(INDIAN AVE.)

APN 669-060-026

N 86°28'57" W

WLY LINE  
PAR. 1 PER DD1

SEC. 22  
SEC. 23

50'



MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



## LEGEND



FEE ACQUISITION  
AREA = 432 SQ. FT., MORE OR LESS

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

DD1 DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE REC. 7/13/1950 IN BK. 1188 PG. 493 O.R.



SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 20'
DRAWN BY: KA	DATE: 12-14-15		INDIAN CANYON DRIVE WIDENING APN 669-060-026
CHECKED BY: MH	DATE: 12-14-15	THE ROBERT WILSON MINER TRUST DATED 4/13/1998	DWG. NO.
APPROVED BY:	DATE:		



**EXHIBIT J**

**Grant of Easement (Access)**

# EXHIBIT "J"

Recording Requested by and  
when recorded mail to:

Southern California Gas Company  
8101 S. Rosemead Blvd BI ML:SC722K  
Pico Rivera, CA 90660-5100  
Attn.: Land & Right of Way

---

R/W:	262,745	<u>DOCUMENTARY TRANSFER TAX \$ CONVEYANCE OF EASEMENT (OIL AND GAS LEASE) AND CONSIDERATION &amp; VALUE IS LESS THAN \$100. R&amp;T 11911.</u>
APN:	669-060-026	_____ Computed on full value of property conveyed
		_____ Computed on full value less liens and encumbrances remaining at time of sale

## GRANT OF EASEMENT (ACCESS)

FOR VALUABLE CONSIDERATION,

**Robert W. Miner, Jr., as Sole Successor Trustee of the Robert Wilson Miner Trust, dated April 13, 1998, ("Grantor"),** hereby grants to **Southern California Gas Company**, a California corporation, its successors and assigns ("Grantee"): a non-exclusive, perpetual access road easement ("Easement") for pedestrian and vehicular passage, travel and transportation purposes, including the right to move equipment, on, over and across a strip within that certain real property in County of Riverside, described as follows:

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONESIXTEENTH SECTION CORNER OF SAID SECTION; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF NORTH 89°22'22" WEST 50.00 FEET TO THE WESTERLY LINE OF INDIAN CANYON DRIVE (INDIAN AVENUE) AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID WESTERLY LINE NORTH 00°19'24" EAST 596.27 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE LEAVING SAID WESTERLY LINE ALONG SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY NORTH 86°28'57" WEST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 50.00 FEET;
2. THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°19'10" EAST 16.53 FEET TO THE NORTHERLY LINE OF THAT CERTAIN RIGHT OF WAY;
3. THENCE ALONG SAID NORTHERLY LINE SOUTH 86°28'57" EAST 50.00 FEET;

4. THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°19'24" WEST 16.53 FEET TO THE TRUE POINT OF BEGINNING.

AREA = 825 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF. THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY

DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

Grantor, for its heirs, successors and assigns, agrees that nothing shall be done to impair Grantee's vehicular access to and along the Easement.

Grantor reserves the right to (1) use any surface or subsurface areas, provided such use does not substantially interfere with Grantee's use of the Easement; (2) improve the Easement area surface with paved driveways, parking surfaces, sidewalks, curbs and gutters; and (3) permit others the right of reasonable use and enjoyment of the above described roadways in common with the Grantee, provided that Grantee shall not be liable for any damages occurring from activities of others using said roadways.

Grantee, at any and all times shall have the right of ingress and egress along and over the Easement. It is understood and agreed that Grantee shall have the right, but not the obligation, to construct, improve, maintain or continue to maintain any roadways in, along and over the Easement as Grantee deems necessary.

This Easement shall be binding upon and inure to the benefit of successors, heirs, and assigns of Grantor and Grantee.

**IN WITNESS WHEREOF**, these presents are hereby signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR: Robert W. Miner, Jr., as Sole Successor Trustee of the Robert Wilson Miner Trust, dated April 13, 1998,**

By: \_\_\_\_\_  
Robert W. Miner, Jr., Sole Successor Trustee

EXHIBIT "A"  
SOUTHERN CALIFORNIA GAS CO. ACCESS EASEMENT  
APN 669-060-026

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY APPROVED FEBRUARY 29, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE CENTER LINE OF SOUTHERN PACIFIC RAILROAD WITH THE CENTER LINE OF INDIAN CANYON DRIVE (FORMERLY INDIAN AVENUE) AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 18 OF RECORDS OF SURVEY AT PAGE 2 ON AUGUST 20, 1951; THENCE ALONG THE CENTER LINE OF SAID INDIAN CANYON DRIVE NORTH 00°19'08" EAST 1136.57 FEET TO AN ANGLE POINT THEREIN, SAID POINT BEING THE ONE-SIXTEENTH SECTION CORNER OF SAID SECTION; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF NORTH 89°22'22" WEST 50.00 FEET TO THE WESTERLY LINE OF INDIAN CANYON DRIVE (INDIAN AVENUE) AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID WESTERLY LINE NORTH 00°19'24" EAST 596.27 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY CONVEYED FROM DAVID MARGOLIUS, ET UX, TO SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, BY DEED RECORDED MAY 10, 1947 IN BOOK 825 PAGE 555 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, WITH THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL 1 IN DEED FROM DAVID MARGOLIUS AND BEULAH E. MARGOLIUS TO THE COUNTY OF RIVERSIDE, RECORDED JULY 13, 1950 IN BOOK 1188 PAGE 493 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY; THENCE LEAVING SAID WESTERLY LINE ALONG SAID SOUTHERLY LINE OF THAT CERTAIN RIGHT OF WAY NORTH 86°28'57" WEST 6.01 FEET TO THE **TRUE POINT OF BEGINNING**;

1. THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 86°28'57" WEST 50.00 FEET;
2. THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°19'10" EAST 16.53 FEET TO THE NORTHERLY LINE OF THAT CERTAIN RIGHT OF WAY;
3. THENCE ALONG SAID NORTHERLY LINE SOUTH 86°28'57" EAST 50.00 FEET;
4. THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°19'24" WEST 16.53 FEET TO THE **TRUE POINT OF BEGINNING**.

AREA = 825 SQUARE FEET, MORE OR LESS

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6. MULTIPLY DISTANCES SHOWN BY 1.00002570 TO OBTAIN GROUND DISTANCES.

EXHIBIT "A"  
SOUTHERN CALIFORNIA GAS CO. ACCESS EASEMENT  
APN 669-060-026

SIGNATURE Michael A Havener 6-10-2016  
MICHAEL A. HAVENER DATE  
PLS 7354



# EXHIBIT "B"

SEE DETAIL

MULTIPLY DISTANCE BY 1.00002570  
TO OBTAIN GROUND DISTANCES



## EASEMENT LEGEND

- E1 A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 5/10/1947 IN BK. 825, PG. 555 O.R.
- E2 A UTILITY EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA GAS CO. REC. 12/15/1952 IN BK. 1424, PG. 279 O.R.

## APN 669-060-026 NON-PLOTTABLE EASEMENTS

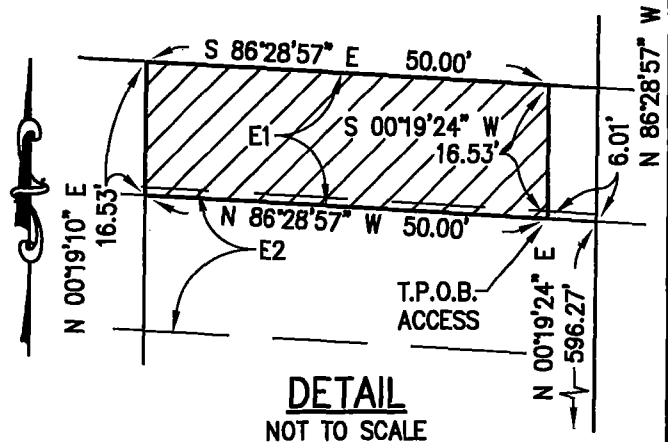
RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AND RESERVING UNTO THE UNITED STATES, ITS PERMITTEES OR LICENSEES, THE RIGHT TO OCCUPY AND USE ANY PART OF SECTION 22 LYING WITHIN FIFTY FEET OF THE CENTER LINE OF THE TRANSMISSION LINE RIGHT-OF-WAY OF THE COACHELLA VALLEY ICE AND ELECTRIC COMPANY REC. 11/23/1921 IN BK. 8, PG. 204 OF PATENTS.  
A POLE LINE EASEMENT IN FAVOR OF THE SOUTHERN CALIFORNIA TELEPHONE CO. REC. 7/10/1933 IN BK. 131, PG. 119 O.R.  
A RIGHT OF ACCESS AND TO INSTALL UTILITIES IN FAVOR OF SMSA LIMITED PARTNERSHIP REC. 7/08/2003 AS INST. NO. 2003-506376 O.R.  
A PERMANENT TELECOMMUNICATIONS EASEMENT IN FAVOR OF VARIOUS REC. 8/29/2013 AS DOC. NO. 2013-0423943 O.R.

APN 669-060-026

POR. N. 1/2  
NE 1/4  
SEC. 22  
T. 3 S., R. 4 E.



INDIAN CANYON DR.  
(INDIAN AVE.)



DETAIL  
NOT TO SCALE

## LEGEND

SO CAL GAS ACCESS EASEMENT (ACCESS)  
AREA = 825 SQ. FT., MORE OR LESS

T.P.O.B. TRUE POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

SHEET 1 OF 1 SHEETS

REVISED BY:	DATE:	<b>CITY OF PALM SPRINGS</b>	SCALE 1" = 100'
DRAWN BY: KA	DATE: 5-20-16		DOC. NO.
CHECKED BY: MH	DATE: 6-10-16	INDIAN CANYON DRIVE WIDENING APN 669-060-026 THE ROBERT WILSON MINER TRUST DATED 4/13/1998	DWG. NO.
APPROVED BY:	DATE:		

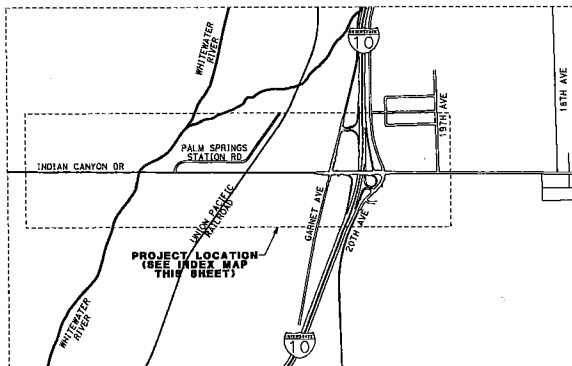
## **EXHIBIT K**

### **Improvement Plans for: Indian Canyon Drive Widening**

# IMPROVEMENT PLANS FOR: INDIAN CANYON DRIVE WIDENING FROM 0.2 MILES SOUTH OF PALM SPRINGS STATION ROAD TO GARNET AVE IN PALM SPRINGS FEDERAL-AID PROJECT NO. BRLO-5282(017) CITY PROJECT NO. 01-11

### GENERAL NOTES:

- ALL MATERIAL AND WORK SHALL CONFORM TO THE 2010 EDITION OF THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, AND THE CITY OF PALM SPRINGS ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF EXCAVATION. CALL UNDERGROUND SERVICE ALERT AT (800) 227-2600.
- SIGNING AND STRIPING PLANS: SEE CALTRANS STD. PLANS FOR SYMBOL AND ABBREVIATION LEGEND.
- THE CITY RIGHT-OF-WAY SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY RIGHT-OF-WAY AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE ENGINEER.
- ALL CONSTRUCTION AREAS SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMITY WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS AND DEVICES FOR USE IN THE PERFORMANCE OF WORK UPON HIGHWAYS, IN ORDER TO ELIMINATE ANY HAZARDS.
- AT NO TIME SHALL PRIVATE PROPERTY BE USED IN CONNECTION WITH THE PROJECT UNLESS PROPERTY-OWNER APPROVAL IS OBTAINED IN WRITING AND GIVEN TO THE ENGINEER FOR APPROVAL.
- EXISTING PRIVATELY OWNED IMPROVEMENTS ON PUBLIC RIGHT-OF-WAY SHALL BE PROTECTED OR REPLACED IF DAMAGED, AS DIRECTED BY THE ENGINEER.
- CONTRACTOR LICENSE CLASS A REQUIRED.
- APPROVAL OF PLANS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY FOR CORRECTIONS OF ERRORS AND OMISSIONS DURING THE CONSTRUCTION OF THE WORK. UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE ENGINEER FOR APPROVAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN EFFECTIVE MEANS OF DUST CONTROL WHICH SHALL INCLUDE PROVISIONS FOR ADEQUATE WATERING DURING THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXACT PLACEMENT OF CONSTRUCTION PROJECT INFORMATION SIGNS AND CONSTRUCTION FUNDING SIGNS AS REQUIRED BY THE SPECIAL PROVISIONS.



**VICINITY MAP**  
NOT TO SCALE

### INDEX OF SHEETS:

#### ROADWAY PLANS

- 1 - TITLE SHEET (T-1)
- 2 - LIST OF STANDARD PLANS, ABBREVIATIONS, AND LEGEND (LEG-1)
- 3 TO 9 - TYPICAL SECTIONS (TS-1 TO TS-5)
- 6 TO 11 - STREET IMPROVEMENT PLANS (PP-1 TO PP-6)
- 12 TO 23 - CONSTRUCTION DETAILS (CD-1 TO CD-12)
- 24 TO 27 - EROSION CONTROL PLANS (EC-1 TO EC-4)
- 28 TO 31 - GRADING, RSP, MEDIAN PROFILE, AND TEMP. FENCE PLANS (G-1 TO G-4)
- 32 TO 33 - DRAINAGE DETAILS (DD-1 TO DD-2)
- 34 TO 36 - UTILITY PLANS (U-1 TO U-3)
- 37 TO 41 - STAGE CONSTRUCTION OVERVIEW (SCO-1 TO SCO-4)
- 42 TO 60 - STAGE CONSTRUCTION PLANS (SC-1 TO SC-19)
- 61 TO 66 - SIGN AND STRIPING PLANS (SS-1 TO SS-6)
- 67 TO 77 - IRRIGATION AND PLANTING PLANS (L-1 TO L-9)
- 78 TO 84 - ELECTRICAL PLANS (E-1 TO E-7)

#### PRIVATE WALL PLANS

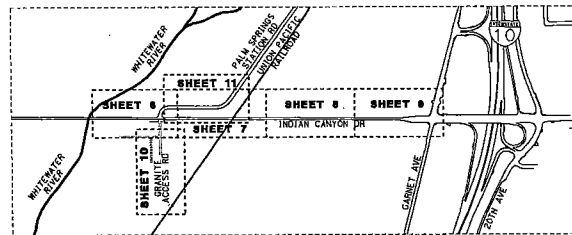
- 85 TO 87 - PRIVACY WALL NO. 133 PLAN AND DETAILS (1 TO 3)

#### SOIL NAIL RETAINING WALL PLANS

- 88 TO 91 - RETAINING WALL NO. 150 PLAN AND DETAILS (1 TO 4)

#### BRIDGE AND RETAINING WALL PLANS

- 92 TO 124 - BRIDGE AND RETAINING WALL PLANS (1 TO 33)



**INDEX MAP**



SCALE: 1" = 800'  
800 0 8000 1600 2400

### QUANTITY ESTIMATES:

ITEM DESCRIPTION	TOTAL QUANTITY
JOINTED PLAIN CONCRETE PAVEMENT (JPCP)	4,856 CY
BAR REINFORCING STEEL (JPCP)	158,466 LB
HOT MIX ASPHALT (TYPE B)	10,472 TN
CLASS 2-AGGREGATE BASE	9,539 CY
COMPACT NATIVE SOIL (ONS)	7,951 CY
REMOVE ASPHALT CONCRETE PAVEMENT	4,000 CY
REMOVE ASPHALT CONCRETE DIKE	3,600 LF
DECOMPOSED GRANITE	8,600 SF
MINOR CONCRETE (SIDEWALK)	208 CY
MINOR CONCRETE (X-CTR, SPANDREL, CR'S)	11 CY
MINOR CONCRETE (CURB & GUTTER)	588 CY
MINORST GUARDRAIL SYSTEM	2,340 LF
TYPE III BARRICADES	150 EA
CRASH CURBION (T01)	17 EA
TRAFFIC PLASTIC DRUMS	288 EA
TEMP. TRAFFIC STRIPING & MARKING	48,300 LF
MINOR CONCRETE (DRAINAGE INLETS)	12 CY
MISC. IRON & STEEL (DRAINAGE INLETS)	20 LB
ROADWAY EXCAVATION (CUT)	4,700 CY
IMPORTED BORROW (FILL)	110,000 CY
THERMOPLASTIC PAVEMENT MARKINGS	1,018 SF
THERMOPLASTIC TRAFFIC STRIPE	17,071 LF
LANE MARKERS (NON-RETROREFLECTIVE)	4,040 EA
LANE MARKERS (RETROREFLECTIVE)	965 EA
STRUCTURE EXCAVATION (BRIDGE)	2,728 CY
STRUCTURE BACKFILL (BRIDGE)	1,987 CY
STRUCTURE CONCRETE (BRIDGE)	3,123 CY
STRUCTURE CONCRETE (BRIDGE FOOTING)	382 CY
STRUCTURE CONCRETE (APPROACH SLAB)	211 CY
BAR REINFORCING STEEL (BRIDGE)	693,000 LB
STRUCTURE EXCAVATION (RETAINING WALL)	470 CY
STRUCTURE BACKFILL (RETAINING WALL)	632 CY
STRUCTURAL CONCRETE (RETAINING WALL)	288 CY
STRUCTURE EXCAVATION (SOIL NAIL WALL)	261 CY
STRUCTURE BACKFILL (SOIL NAIL WALL)	18 CY
SOIL NAIL	3,219 LF
STRUCTURAL SHOTCRETE	66 CY
BAR REINFORCING STEEL (RETAINING WALL)	38,507 LB
ARCHITECTURAL TREATMENT (RET. WALL)	2,236 SF
CABLE RAILING	294 LF
MINOR CONCRETE (GUTTER)	294 LF
ROADSIDE SIGN - ONE POST	11 EA
REMOVE ROADSIDE SIGN	6 EA
LIGHT ROCK SLOPE PROTECTION	3,810 CY
TYPE A RSP-FABRIC	40,500 SF
RELOCATE ROADSIDE SIGN	10 EA
ADJUST WATER VALVE COVER TO GRADE	6 EA
ADJUST GAS VALVE COVER TO GRADE	2 EA
TEMPORARY FENCE (TYPE ESA)	7,500 LF
TEMPORARY RAILING (TYPE K)	13,000 LF
REINFORCING STEEL (BARRIER)	27,468 LB
MASONRY BLOCKS	2,457 EA
STRUCTURE CONCRETE (BARRIER)	160 CY
WORTER CAP (MHW)	278 EA
TEMPORARY CHECK DAM	15 EA
TEMPORARY GRAVEL BAG BERM	99 EA
TEMPORARY FIBER ROLL	13,807 LF
HYDROSEED	4.32 AC
TREE UPLIGHTS	33 EA
BRIDGE SOFFIT LIGHTS	6 EA
TEMPORARY RETAINING WALL	22,800 SF

NOTES: (1) UTILITY ADJUSTMENT WORK TO BE DONE BY OTHERS.  
(2) SEE "CONSTRUCTION DETAILS" SHEETS FOR MORE INFORMATION.  
(3) SEE "SIGNING AND STRIPING PLAN" SHEETS FOR MORE INFORMATION.  
(4) SEE "CONSTRUCTION DETAILS" SHEETS FOR MORE INFORMATION.  
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(49) SEE "CONSTRUCTION DETAILS" SHEETS FOR MORE INFORMATION.

### CONSTRUCTION NOTES:

- PROPOSED HMA TYPE B OVER CLASS II AGGREGATE BASE PER TYPICAL SECTIONS
- PROPOSED JPCP OVER CLASS II AGGREGATE BASE PER TYPICAL SECTIONS
- SEE "SIGNING AND STRIPING PLAN" SHEETS FOR MORE INFORMATION
- TYPE A1 CURB PER CPS STD. NO. 200
- TYPE A2 CURB PER CPS STD. NO. 200
- TYPE A3 CURB PER CPS STD. NO. 200
- TYPE A4 CURB PER CPS STD. NO. 200
- TYPE B2-4 CURB PER CTRSP A87A
- TYPE D1 CROSS GUTTER PER CPS STD. NO. 200
- PROPOSED DECOMPOSED GRANITE PER TYPICAL SECTIONS
- PROPOSED DECOMPOSED GRANITE PER TYPICAL SECTIONS
- CURB RETURN, SPANDREL & CROSS-GUTTER PER CPS STD. NO. 200
- BRIDGE APPROACH SLAB PER STRUCTURE PLANS
- RETAINING WALL PER "RETAINING WALL PLAN" SHEETS
- MDS TYPE 12A LAYOUT PER CTRSP A7701
- MDS TYPE 12B LAYOUT PER CTRSP A7701
- MDS TYPE 12AA LAYOUT PER CTRSP A7704
- TYPE C CURB RAMP PER CPS STD. NO. 214
- SEE "CONSTRUCTION DETAILS" SHEETS FOR MORE INFORMATION
- TEMPORARY FENCE (TYPE WLDLIFE) PER "GRADING, RSP, MEDIAN PROFILE AND TEMP FENCE PLAN" SHEETS
- EXIST WATER VALVE TO BE RELOCATED BY OWA
- EXIST WATER METER TO BE RELOCATED BY OWA
- EXIST STREET LIGHT TO BE REMOVED BY SCE
- EXIST POWER POLE TO BE REMOVED BY SCE
- EXIST GUY WIRE TO BE REMOVED BY SCE
- EXIST FACILITY TO BE RELOCATED BY SO CAL GAS
- EXIST FIRE HYDRANT TO BE RELOCATED BY MSWD
- EXIST WATER METER/VALVE TO BE RAISED TO GRADE BY MSWD
- EXIST VERIZON MANHOLE TO BE PROTECTED IN PLACE VIA FALSE CURB DETAIL
- EXIST SPRINT FIBER OPTIC MANHOLE AND LINE TO BE ABANDONED
- EXIST PRIVATE ROCKS TO BE RELOCATED BY OTHERS
- REMOVE EXIST CHAIN LINK FENCE
- EXIST UTILITY TO BE PROTECTED IN PLACE
- EXIST SCE POWER POLE TO BE PROTECTED IN PLACE
- EXIST SCE GUY WIRE TO BE PROTECTED IN PLACE
- EXIST SO CAL GAS FACILITY TO BE PROTECTED IN PLACE
- EXIST VERIZON BURIED VAULT TO BE PROTECTED IN PLACE
- EXIST VAULT, VENTS, & BOLLARDS TO BE RELOCATED BY SCE
- PROTECT IN PLACE, 4" DCCA, 2" RP AND 1.5" RP (MSWD MAINTAINED)
- EXIST SCE MANHOLE TO BE PROTECTED IN PLACE
- REMOVE EXIST PRIVATE WALL AND GATE COMPLETE
- RELOCATE EXIST PRIVATE INLET FIXTURE
- REMOVE EXIST GUARDRAIL
- UTILITY POLE OR LINE TO BE INSTALLED BY OTHERS
- LIGHT RSP AND TYPE A FABRIC PER DETAILS ON SHEET 22
- SEE FLOWLINE PROFILE FOR CROSS GUTTER ELEVATIONS WITHIN JPCP SECTION
- 4" HMA ON CNS FOR BASIN ACCESS ROAD

**DEDOKKEN**  
ENGINEERING  
3480 Ridge Park Dr, Suite 150  
Tencoco, CA 92590  
(951) 506-8895

**100% PLANS  
OCTOBER 2016**

NO.	REVISION	APPROVED	DATE	BENCH MARK: RIV-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: <i>Michael P. Greer</i>	R.E.C. NO. C79080	DESIGN BY MFG	CITY CDS	HEIGHT-OF-1 INITIAL DATE	DATE	REVIEWED BY <i>Michael P. Greer</i>	APPROVED BY <i>Michael P. Greer</i>	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.M. <b>INDIAN CANYON DRIVE</b> TITLE SHEET	FILE NO. CIP 01-11	SHEET 1

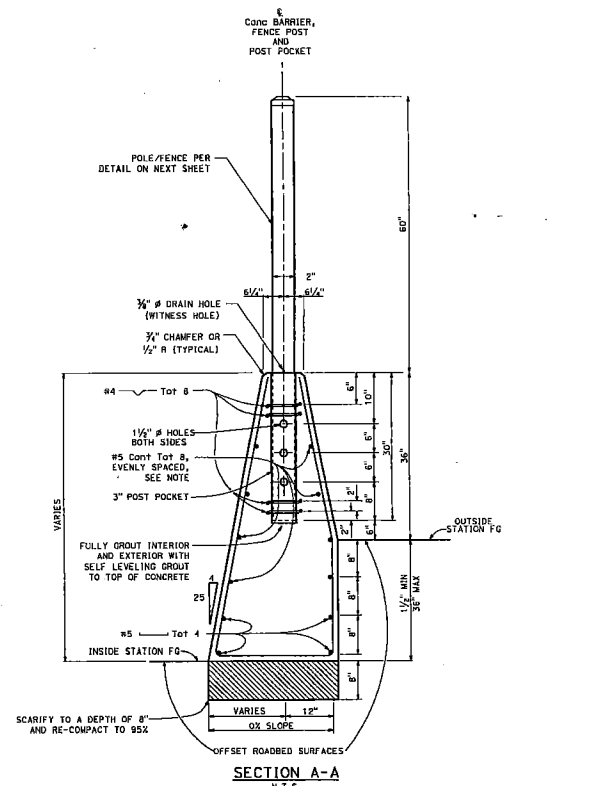
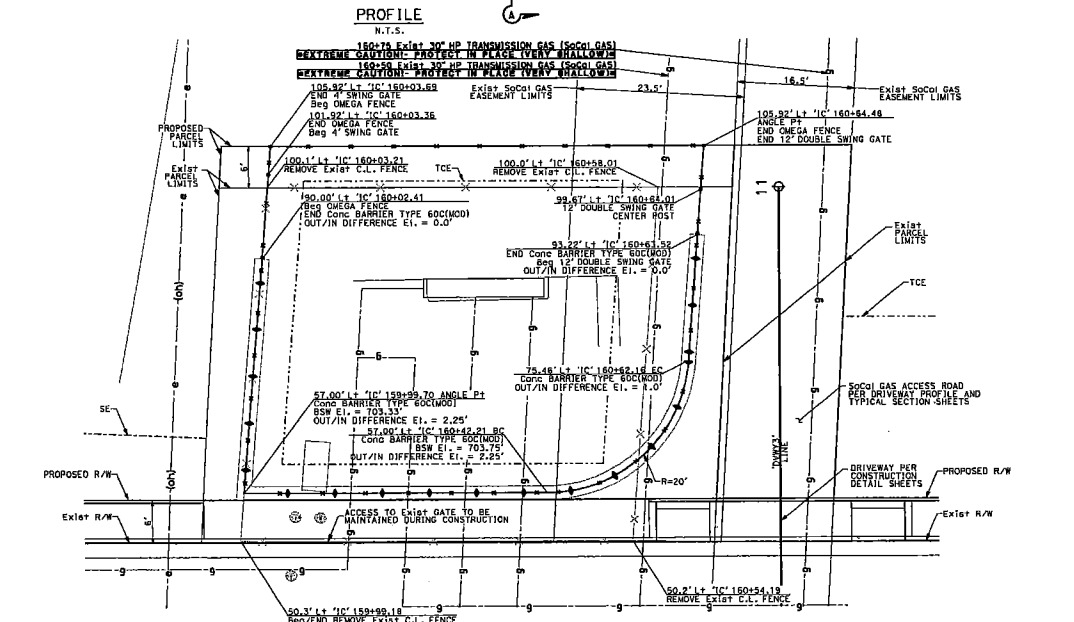
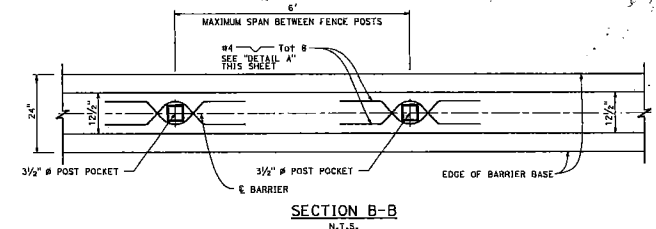
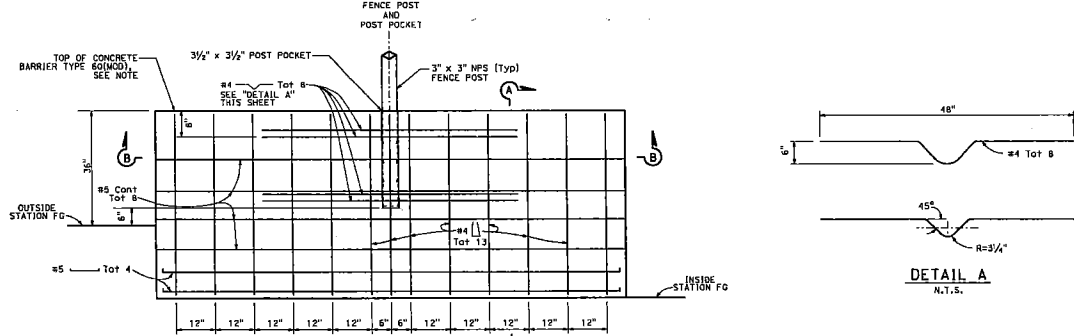
Underground Service Alert  
Call 811 Toll Free  
1-800-227-2600





**GENERAL NOTES (T.S.O.)**

1. CONC BARRIER TYPE 60C(MOD) PER DETAILS ON THIS SHEET
2. OMEGA ARCHITECTURAL FENCE PER CONSTRUCTION DETAILS
3. PEDESTRIAN SWING GATE PER CONSTRUCTION DETAILS

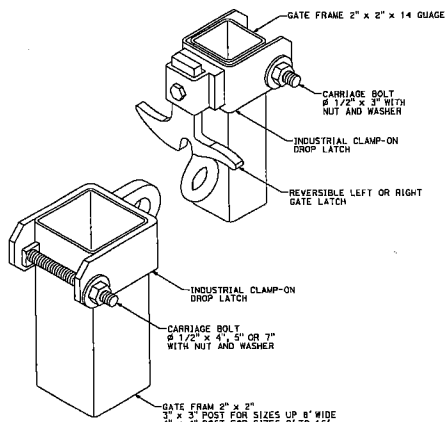


**DEDOKKEN**  
S. N. O. I. N. G. E. N. I. E. R. S.  
Dakken Engineering  
43460 Ridge Park Dr, Suite 150  
Tombulga, LA 92590  
(951) 506-8895

**CONCRETE BARRIER TYPE 60C(MOD)  
BARRIER MOUNTED OMEGA FENCE**

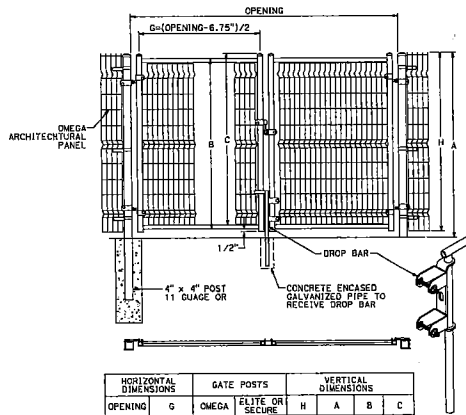


NO.	REVISION	APPROVED	DATE	BENCH MARK: RIV-10 33.1 ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: <i>Michael P. Greer</i> MICHAEL P. GREER	R.E.C. NO. C79080	DESIGN BY: MPG	CITY CHECK	INSP-OP-1 INITIAL DATE	REVIEWED BY: <i>Michael P. Greer</i> MICHAEL P. GREER	APPROVED BY: <i>Michael P. Greer</i> MICHAEL P. GREER	CITY OF PALM SPRINGS, CALIFORNIA Partion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.B.N <b>INDIAN CANYON DRIVE</b> CONSTRUCTION DETAILS	FILE NO. CIP 01-11	SHEET 15 of 124 SHEETS
				LOCATION: C.D.O.T. Brass Disc set in concrete 2' N/y of R/W fence, S'y of Eastbound on-ramp from Indian Cyn. Dr.		DATE 03/31/2016	DRAWN BY: JM/JJ	DATE 03/31/2016	FIELD CHECK	R.E.C. NO. / EMP. DATE 9291 / 12-31-2011	R.E.C. NO. / EMP. DATE 9291 / 12-31-2011	DATE XX/XX/2016		



**STANDARD LATCH DETAIL**

NOT TO SCALE

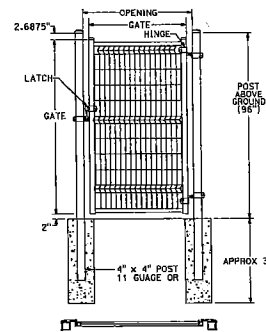


HORIZONTAL DIMENSIONS	GATE POSTS			VERTICAL DIMENSIONS		
	OPENING G	OMEGA FLITE OR SECURE	H A B C	H	A	B C
12'-0"	00 0/0'	3' x 3"	3' x 3"	8'-11"	8'-3 1/2"	93 1/2" 95"

ALL DOUBLE GATES HAVE IDENTICAL FRAMES  
MODEL 20 COMPLETE WITH OMEGA PANELS

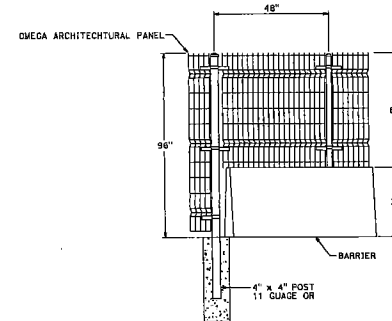
**DOUBLE SWING GATE DETAIL**

NOT TO SCALE



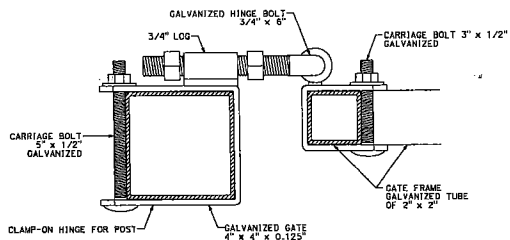
**SINGLE SWING GATE DETAIL**

NOT TO SCALE



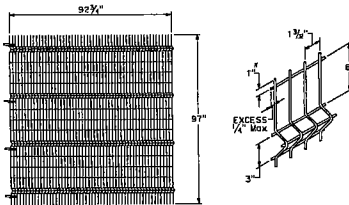
**END BARRIER / BEGIN FENCE DETAIL**

NOT TO SCALE



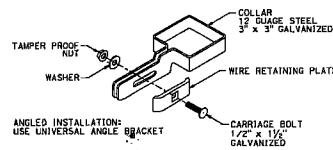
**HINGE MODEL OPENING 8' TO 16' SWING GATE HINGE**

NOT TO SCALE



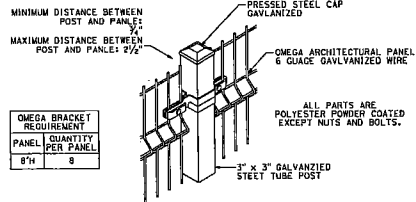
**3" POST C/C = 98 3/4" FENCE PANEL DETAIL**

NOT TO SCALE



FACE OUTSIDE UNLESS OTHERWISE SPECIFIED

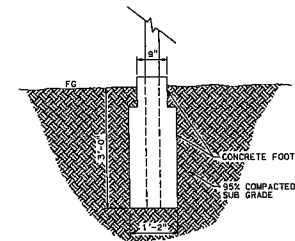
**UNIVERSAL BRACKET KIT**



OMEGA BRACKET REQUIREMENT	PANEL QUANTITY PER PANEL
8' H	8

**PANEL INSTALLATION DETAIL**

NOT TO SCALE



**CONCRETE FOOTING DETAIL**

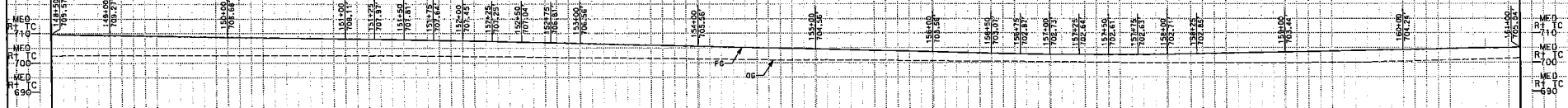
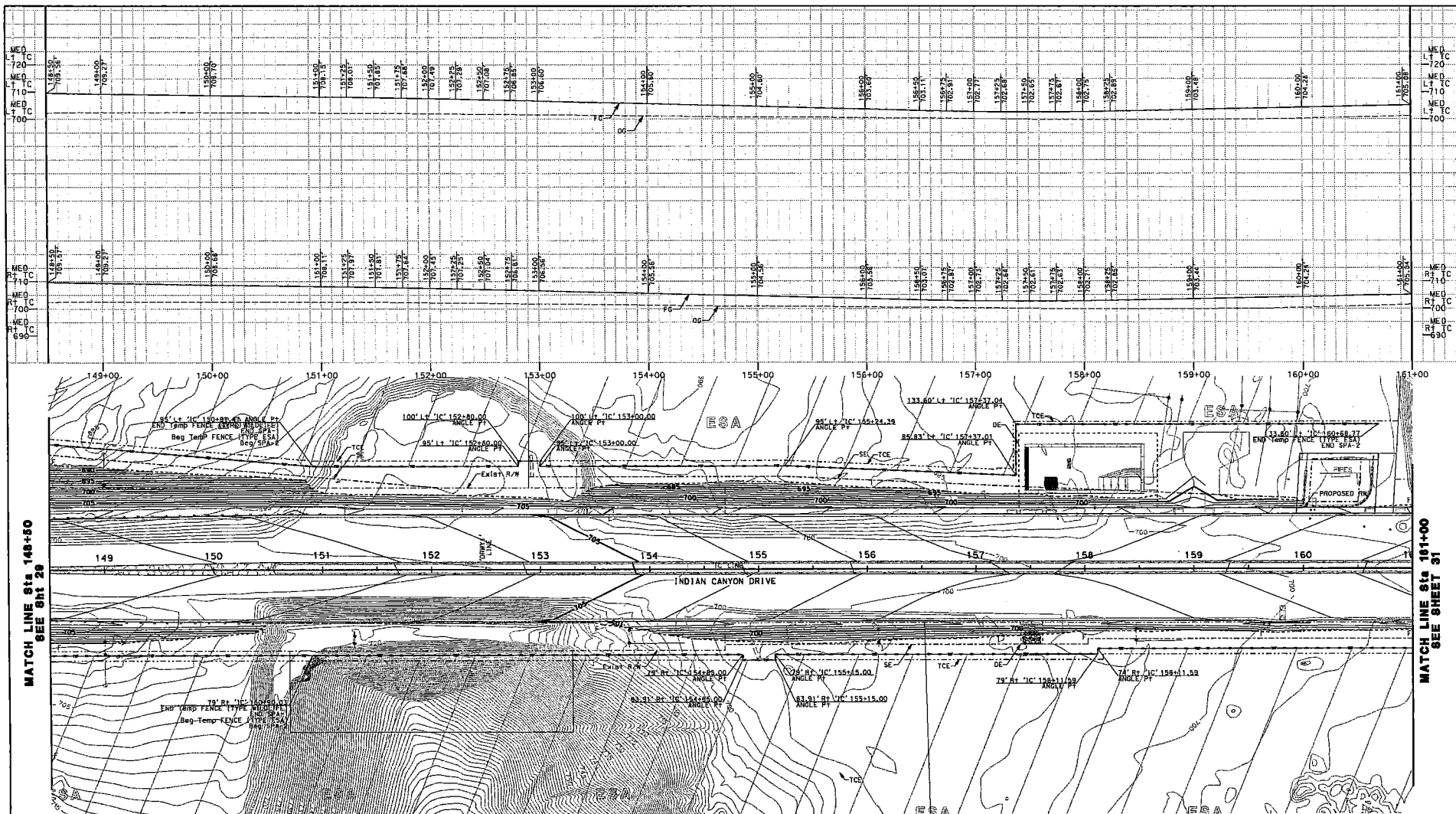
NOT TO SCALE



REV.	REVISION	APPROVED	DATE	BENCH MARK:	ELEV.	PREPARED UNDER THE DIRECT SUPERVISION OF:	D.E.C. NO.	DESIGN BY:	CITY CHECK	RIGHT-OF-WAY	INITIAL	DATE	REVIEWED BY:	APPROVED BY:	FILE NO.	SHEET
				RIV-10 33.1	718.44' (NOVD 29)	MICHAEL P. GREER	CT9080	MPG					Michael Greer	Michael Greer	CIP 01-11	16
				LOCATION:		SIGNATURE:	DATE:	CHECKED BY:	DATE:	FIELD			FILE NO. / EXP. DATE:	FILE NO. / EXP. DATE:	CD-5	16
				C.D.O.T. Brass Disc set in concrete		MICHAEL P. GREER	02/21/2016	RL					FILE NO. / EXP. DATE:	FILE NO. / EXP. DATE:		16
				2' N'y of R/R fence, 5'y of Eastbound on-ramp from Indian Cyn. Dr.									FILE NO. / EXP. DATE:	FILE NO. / EXP. DATE:		16

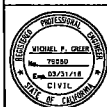
CITY OF PALM SPRINGS, CALIFORNIA  
Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.R.M  
INDIAN CANYON DRIVE





MATCH LINE Sta 148+50  
SEE SHEET 29

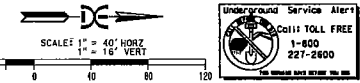
MATCH LINE Sta 161+00  
SEE SHEET 31



**DOKKEN ENGINEERING**  
 Dokken Engineering  
 43460 Ridge Park Dr., Suite 150  
 Temecula, CA 92590  
 (951) 506-8895

**CONSTRUCTION NOTES**

NOTE DESCRIPTION	SUBTOTAL QUANTITY PER SHEET (150)
INSTALL Temp FENCE (TYPE: WILDLIFE)	462.4 LF
INSTALL Temp FENCE (TYPE: ESA)	2,060.0 LF



NO.	REVISION	APPROVED	DATE

BENCH MARK:  
 RIV-10 33.1  
 ELEV.  
 718.44' (NOVD 29)  
 C.D.O.T. Brass Disc set in concrete  
 2" N'y of R/W fence, S'y of  
 Eastbound on-ramp from Indian Cyn. Dr.

PREPARED UNDER THE DIRECT SUPERVISION OF:  
  
 MICHAEL P. GREER

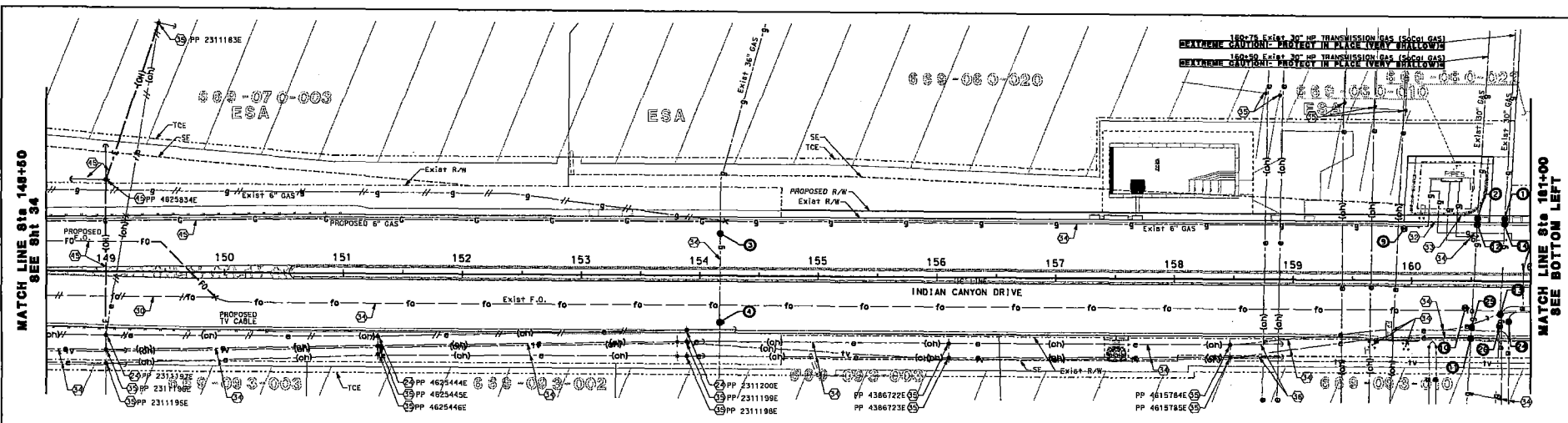
R.E.C. NO. C79080  
 DESIGN BY: MFG  
 DRAWN BY: JM/JJ  
 DATE: 02/21/2016  
 CHECKED BY: RL

REVIEWED BY:  
  
 ASSISTANT CITY ENGINEER

APPROVED BY:  
  
 CITY ENGINEER

**CITY OF PALM SPRINGS, CALIFORNIA**  
 Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.R.M.  
**INDIAN CANYON DRIVE**  
 GRADING, RSP, MEDIAN PROFILE, AND Temp FENCE PLAN

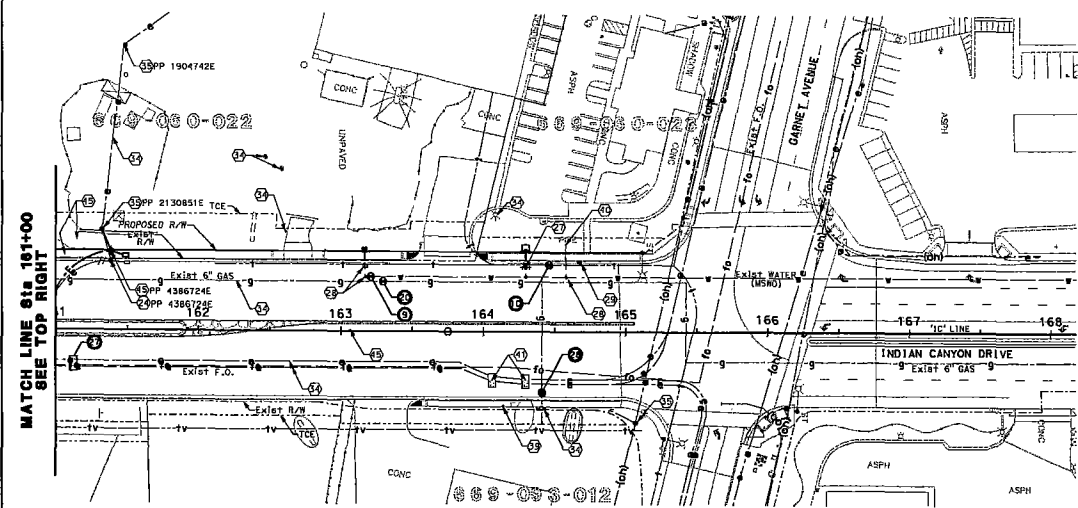
PROJECT NO. CIP 01-11  
 SHEET NO. G-3  
 SHEET 30  
 OF 124 SHEETS



MATCH LINE STA 148+50  
SEE SHEET 34

MATCH LINE STA 161+00  
SEE BOTTOM LEFT

150'-7.8' Ex. 12" HP TRANSMISSION GAS (5000' GAS)  
EXTREMELY CAUTION - PROTECT IN PLACE VERY CAREFULLY  
150'-0.0' Ex. 12" HP TRANSMISSION GAS (5000' GAS)  
EXTREMELY CAUTION - PROTECT IN PLACE VERY CAREFULLY



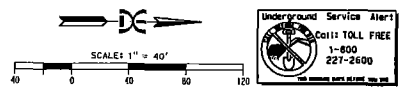
MATCH LINE STA 161+00  
SEE TOP RIGHT

**CONSTRUCTION NOTES**

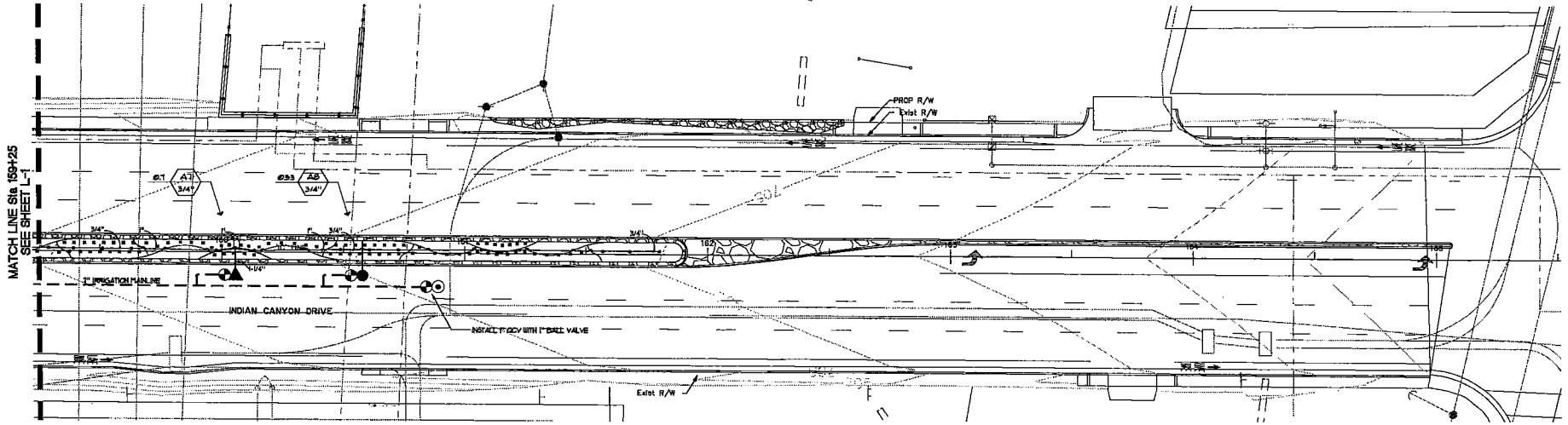
- 1. EXIST POWER POLE TO BE REMOVED BY SCE
- 2. EXIST FIRE HYDRANT TO BE RELOCATED BY MSWD
- 3. EXIST UTILITY TO BE RAISED TO GRADE BY MSWD
- 4. EXIST VERIZON MANHOLE TO BE PROTECTED IN PLACE VIA FALSE CURB DETAIL
- 5. EXIST SPRINT FIBER OPTIC MANHOLE AND LINE TO BE ABANDONED
- 6. REMOVE EXIST CHAIN LINK FENCE
- 7. CONCRETE BARRIER WITH FENCE PER "CONSTRUCTION DETAILS" SHEETS
- 8. EXIST UTILITY TO BE PROTECTED IN PLACE
- 9. EXIST SCE POWER POLE TO BE PROTECTED IN PLACE
- 10. EXIST SCE GUY WIRE TO BE PROTECTED IN PLACE
- 11. EXIST VAULT, VENTS, & BOLLARDS TO BE RELOCATED BY SCE
- 12. PROTECT IN PLACE, 4" DCA, 2" RP AND 1.5" RP (MSWD MAINTAINED)
- 13. EXIST SCE MANHOLE TO BE PROTECTED IN PLACE
- 14. UTILITY LINE TO BE INSTALLED BY OTHERS

POTHOLE LOCATION TABLE				
UTILITY	APPROX. LOCATION	TOP OF PIPE	DATE OF	
	NORTHING	EASTING	ELEVATION	POTHOLE
30" GAS	-	-	-	7/29/09
30" GAS	-	-	-	7/29/09
36" GAS	-	-	8.000'	7/29/09
36" GAS	-	-	8.000'	7/29/09
4" WATER	-	-	3.840'	8/23/10
4" TELE	-	-	-	8/23/10
6" GAS	2271504.74	6471985.55	698.35'	3/27/12
2" F/O	2271505.66	6472053.22	695.62'	3/27/12
30" GAS	2271500.07	6472078.91	697.03'	3/27/12
30" GAS	2271508.38	6471982.28	697.38'	3/27/12
30" GAS	2271504.85	6472058.39	698.58'	3/27/12
30" GAS	2271509.39	6471981.55	698.61'	3/27/12
GAS	-	-	3.740'	8/23/10
ELEC	-	-	0.420'	8/23/10
GAS	-	-	3.180'	8/23/10
GAS	-	-	1.900'	8/23/10
ELEC	-	-	3.000'	8/23/10
TEL	-	-	3.900'	8/23/10
ELEC	-	-	3.160'	8/23/10
GAS	-	-	2.900'	8/23/10

**DEDOKKEN ENGINEERING**  
 PROFESSIONAL ENGINEER  
 MICHAEL P. GREER  
 No. 73600  
 CIVIL  
 STATE OF CALIFORNIA  
 DEDOKKEN ENGINEERING  
 43460 Ridge Park Dr., Suite 150  
 Temecula, CA 92590  
 (951) 506-8895



NO.	REVISION	APPROVED DATE	BENCH MARK: RIV-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF:	R.C.E. NO. C75080	DESIGN BY: MFG	CITY CHECK:	ISSUED BY: JJJ	DATE: 03/31/2018	REVIEWED BY: [Signature]	APPROVED BY: [Signature]	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B. 5-N <b>INDIAN CANYON DRIVE</b> UTILITY PLAN		FILE NO. CIP 01-11 SHEET 35 U-2 of 124 SHEETS
					SIGNATURE: [Signature] MICHAEL P. GREER		DATE: 03/31/2018				R.C.E. NO. / EXP. DATE: XX/XX/2016	R.C.E. NO. / EXP. DATE: XX/XX/2018			

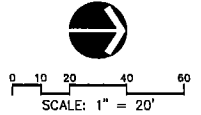


**Estrada Land Planning**  
 Urban Design | Landscape Architecture | Civil Engineering

892286043  
 225 Broadway, Suite 400  
 San Diego, California 92101  
 619.238.0578 Fax  
 ELP@estradaandp.com

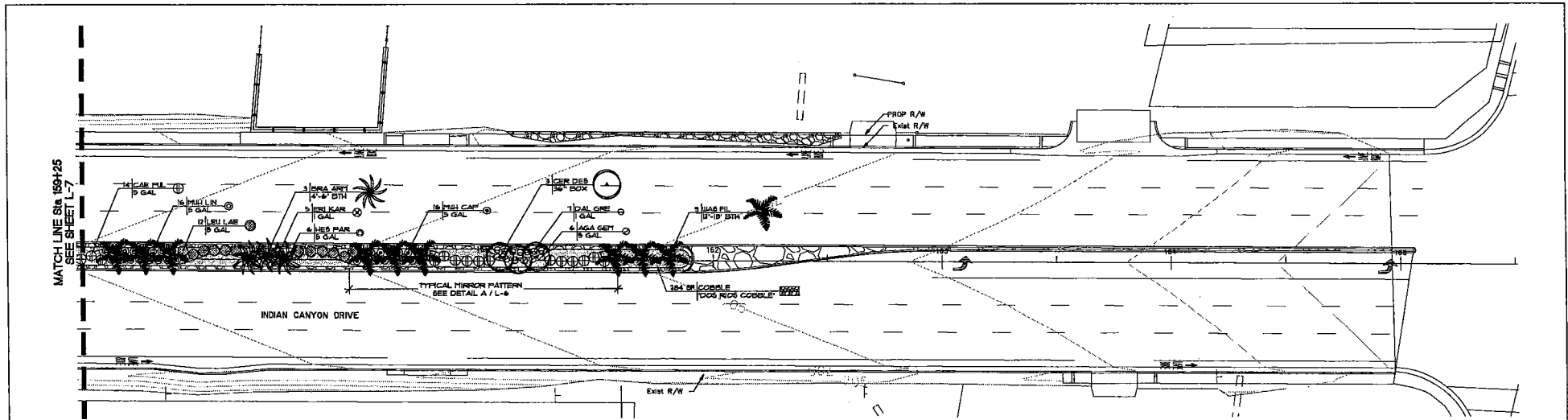
**NOTE:**  
 INSTALL MAINLINE AND VALVE MANIFOLDS  
 IN GRAVEL PLANTING AREAS.

SEE SHEET L-4 FOR IRRIGATION LEGEND AND NOTES.  
 SEE SHEET L-5 AND L-6 FOR IRRIGATION DETAILS.  
 SEE SPECIFICATIONS AND SPECIAL PROVISIONS  
 FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



Underground Service Alert  
 Call: TOLL FREE  
 1-800  
 227-2600

NO.	REVISION	APPROVED	DATE	BENCH MARK: RW-10 J3.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF: WICKI ESTRADA	R.L.A. NO. 1655	DESIGN BY: JE	CITY CHECK	DATE-OF- R/W	REVIEW DATE	APPROVED BY: Marian Sella CITY ENGINEER	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.B.M. <b>INDIAN CANYON DRIVE</b> IRRIGATION PLAN	TITLE NO. CIP 01-11	SHEET 68
				LOCATION: C.D.O.T. Brass Disc set in concrete 2' N/W of R/W fence, S/W of Eastbound on-ramp from Indian Cyn. Dr.				DATE 04/30/2005	DATE 04/06/2015	DATE 04/06/2015	DATE 04/06/2015	DATE 04/06/2015			



MATCH LINE SEE SHEET L-7

INDIAN CANYON DRIVE

TYPICAL MIRROR PATTERN  
SEE DETAIL A / L-6

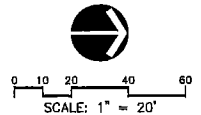
Exist R/W

PROP R/W

**Estrada Land Planning**  
Urban Design Landscape Architecture Computer Imaging

88228043  
225 Broadway, Suite 1800  
San Diego, California 92101  
619.239.3676 Fax  
ELP@estradaandp.com

SEE SHEET L-10 FOR PLANTING LEGEND, NOTES AND DETAILS.  
SEE SHEET L-11 FOR PLANTING DETAILS.  
SEE SPECIFICATIONS AND SPECIAL PROVISIONS  
FOR ADDITIONAL INFORMATION AND REQUIREMENTS.



Underground Service Alert  
Call: TOLL FREE  
1-800  
227-2600

NO.	REVISION	APPROVED	DATE	BENCH MARK: RIV-10 33.1	ELEV. 718.44' (NGVD 29)	PREPARED UNDER THE DIRECT SUPERVISION OF	SLA NO. 15185	DESIGN BY JE	CITY CHECK	PROJECT-OR PART	INITIAL	DATE	REVIEWED BY <i>[Signature]</i>	APPROVED BY <i>[Signature]</i>	CITY OF PALM SPRINGS, CALIFORNIA Portion of Sections 22 and 23, Township 3 South, Range 4 East, S.B.B.M.	FILE NO. CIP 01-11	SHEET 74	
				LOCATION 2' N'y of R/W fence, S'y of Eastbound on-ramp from Indian Cyn. Dr.		SIGNATURE: <i>[Signature]</i> VICKI ESTRADA	DATE 04/20/2016	DRAWN BY RC	CHECKED BY JC	DATE	FIELD ENG		DATE	DATE	INDIAN CANYON DRIVE PLANTING PLAN	DATE 04/06/2015	DATE 04/06/2015	DATE 04/06/2015

